

| | | | | | | | |
|--|--|---|--|--|--|---|--|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) > | | RATING | | PAGE OF 1 61 | |
| 2. CONTRACT NO. | | 3. SCREENING INFORMATION REQUEST NO. DTFAAC-10-R-00236 | | 4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO) | | 5. DATE ISSUED 10/29/2009 | |
| | | | | 6. REQUISITION/PURCHASE NO. AC-10-00236 (FAA Internal Use Only) | | | |
| 7. ISSUED BY CODE FAA, AMQ Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm, 373 P.O. Box 25082 Oklahoma City, OK 73125-4931 | | | | 8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-100) Multi-Purpose Building, Room 313 6500 South MacArthur Boulevard Oklahoma City, OK 73169-4933 | | | |
| | | | | P.O. Box 25082 Oklahoma City, OK 73125-4931 | | | |

| | | | | | |
|--|--|---------------------|--|-----------------------------------|--|
| Indefinite Delivery/Requirements Labor-Hour | | SOLICITATION | | Financial Support Services | |
| Type Contract | | | | | |
| 9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand-carried, in the depository located in Room 313, Multi-Purpose Building until 3:00p.m. local time 12/01/2009 (Hour) (Date) | | | | | |
| NOTE: If offers are hand-carried, additional time should be allowed to access the depository facility due to heightened security requirements. | | | | | |

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

| | | | | | |
|--------------------------------|--|--|--|--|--|
| 10. FOR INFORMATION CALL: > | | A. NAME Randall L. Bratcher randall.bratcher@faa.gov | | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-8860 | |
|--------------------------------|--|--|--|--|--|

| 11. TABLE OF CONTENTS | | | | | | | |
|-----------------------|-----|---------------------------------------|---------|--|-----|---|---------|
| (X) | SEC | DESCRIPTION | PAGE(S) | (X) | SEC | DESCRIPTION | PAGE(S) |
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| X | A | SOLICITATION/CONTRACT FORM | 1-2 | X | I | CONTRACT CLAUSES | 20-39 |
| X | B | SUPPLIES OR SERVICES AND PRICES/COSTS | 3-7 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| X | C | DESCRIPTION/SPECS./WORK STATEMENT | 8 | X | J | LIST OF ATTACHMENTS | 40 |
| X | D | PACKAGING AND MARKING | 9 | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| X | E | INSPECTION AND ACCEPTANCE | 10 | X | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER | 41-47 |
| X | F | DELIVERIES OR PERFORMANCE | 11 | | | STATEMENTS OF OFFERORS | |
| X | G | CONTRACT ADMINISTRATION DATA | 12-13 | X | L | INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS | 48-55 |
| X | H | SPECIAL CONTRACT REQUIREMENTS | 14-19 | X | M | EVALUATION FACTORS FOR AWARD | 56-61 |

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

| | | | | |
|--|--|--|-----------------------|--|
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) > | | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % |
| | | CALENDAR DAYS % | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated: | | AMENDMENT NO. | DATE | AMENDMENT NO. |
| | | | | |
| | | | | |
| | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | 15B. TELEPHONE NO. (Include area code) | | 15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. |
| CODE | | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |
| | | | | 17. SIGNATURE |
| | | | | 18. OFFER DATE |

AWARD (To be completed by Government)

| | | | | | |
|--|--|---|--|----------------------------------|--|
| 19. ACCEPTED AS TO ITEMS NUMBERED | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | |
| | | | | | |
| 24. ADMINISTERED BY (If other than Item 7) CODE FAA, AMQ Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 321 P.O. Box 25082 Oklahoma City, OK 73125-4932 | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) > | | ITEM | |
| | | | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | 25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304 | | 28. AWARD DATE | |
| | | | | | |
| | | (Signature of Contracting Officer) | | | |

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I – SECTION A – (cont'd.)
SCREENING INFORMATION REQUEST

The Federal Aviation Administration (FAA) herewith solicits proposals through the use of this Screening Information Request (SIR) for the award of a contract to provide Financial Support Services for the FAA's Mike Monroney Aeronautical Center (MMAC), Oklahoma City, Oklahoma.

One (1) indefinite delivery/requirements labor-hour type contract resulting from this solicitation will be awarded, with the contract duration period being for one (1) base-year period with four (4) one-year option periods.

This SIR consists of the following Parts/Sections:

| | |
|-----------------------|--|
| Part I – Section A: | Solicitation/Contract Form (Solicitation, Offer and Award) |
| Part I – Section B: | Supplies or Services and Prices/Costs (Pricing Schedule) |
| Part I – Section C: | Description/Specifications/Work Statement |
| Part I – Section D: | Packaging and Marking |
| Part I – Section E: | Inspection and Acceptance |
| Part I – Section F: | Deliveries or Performance |
| Part I – Section G: | Contract Administration Data |
| Part I – Section H: | Special Contract Requirements |
| Part II – Section I: | Contract Clauses |
| Part III – Section J: | List of Attachments* |
| Part IV – Section K: | Representations, Certifications and Other Statements of Offerors |
| Part IV – Section L: | Instructions, Conditions, and Notices to Offerors |
| Part IV – Section M: | Evaluation Factors for Award |

*Attachments located after end of Section M.

PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall provide the necessary experience personnel, materials, equipment, and facilities (except as identified in the Statement of Work [SOW] as Government Furnished) to perform Financial Support Services required by the Federal Aviation Administration (FAA). The contractor shall provide the services as set forth in the SOW and in accordance with the terms, conditions, and provisions set forth herein. The individual requirements shall be issued by task orders.

PRICING SCHEDULE - BASE YEAR

| <u>ITEM</u> | <u>ITEM DESCRIPTION</u> | <u>UNIT</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT PRICE</u> | <u>ESTIMATED AMOUNT</u> |
|--|---|-------------|---------------------------|-------------------|-------------------------------|
| 0001 | GENERAL LABOR | | | | \$ _____ |
| | General Labor shall be invoiced on a monthly basis. The Contractor's invoice shall show a total dollar amount due for the monthly period. The invoice detail shall support the monthly amount due based on hours used based on the General Labor rates shown below: | | | | |
| | General Clerk I | Hour | 5,760 | \$ _____ | \$ _____ |
| | General Clerk I (Overtime) | Hour | 58 | \$ _____ | \$ _____ |
| | General Clerk II | Hour | 1,920 | \$ _____ | \$ _____ |
| | General Clerk II (Overtime) | Hour | 20 | \$ _____ | \$ _____ |
| | General Clerk III | Hour | 11,520 | \$ _____ | \$ _____ |
| | General Clerk III (Overtime) | Hour | 115 | \$ _____ | \$ _____ |
| | Accounting Clerk II | Hour | 295,976 | \$ _____ | \$ _____ |
| | Accounting Clerk II (Overtime) | Hour | 2,960 | \$ _____ | \$ _____ |
| | Accounting Clerk III | Hour | 20,919 | \$ _____ | \$ _____ |
| | Accounting Clerk III (Overtime) | Hour | 209 | \$ _____ | \$ _____ |
| | Accountant I | Hour | 49,878 | \$ _____ | \$ _____ |
| | Accountant I (Overtime) | Hour | 499 | \$ _____ | \$ _____ |
| | Accountant II | Hour | 41,220 | \$ _____ | \$ _____ |
| | Accountant II (Overtime) | Hour | 412 | \$ _____ | \$ _____ |
| 0002 | SUPERVISORY LABOR | | | | \$ _____ |
| | Supervisory Labor shall be invoiced on a monthly basis. The Contractor's invoice shall show a total dollar amount due for the monthly period. The invoice detail shall support the monthly amount due based on hours used based on the Supervisory Labor rates shown below: | | | | |
| | Task Supervisor I | Hour | 8,348 | \$ _____ | \$ _____ |
| | Task Supervisor II | Hour | 8,348 | \$ _____ | \$ _____ |
| | Program Manager | Hour | 1,840 | \$ _____ | \$ _____ |
| | Deputy Program Manager | Hour | 1,840 | \$ _____ | \$ _____ |
| 0003 | TRAVEL AND PER DIEM | XX | XXX | \$ XXX | \$ 38,974.00 |
| | IAW Section H, Clause H.4, Reimbursement of Travel Costs | | | | (Estimated and Not to Exceed) |
| 0004 | PHASE-OUT | Lump | XXX | \$ XXX | \$ _____ |
| | IAW SOW Paragraph C.1.5 | Sum | | | |
| | Only applicable if contract is not extended IAW Section I, Clause 3.2.4-35 | | | | |
| BASE YEAR ESTIMATED TOTAL AMOUNT: | | | | | \$ _____ |

BASE YEAR PERIOD OF PERFORMANCE: TBD

PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

PRICING SCHEDULE - 1st OPTION YEAR

| <u>ITEM</u> | <u>ITEM DESCRIPTION</u> | <u>UNIT</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT PRICE</u> | <u>ESTIMATED AMOUNT</u> |
|-------------|---|-------------|---------------------------|-------------------|--|
| 0005 | GENERAL LABOR General Labor shall be invoiced on a monthly basis. The Contractor's invoice shall show a total dollar amount due for the monthly period. The invoice detail shall support the monthly amount due based on hours used based on the General Labor rates shown below: | | | | \$ _____ |
| | General Clerk I | Hour | 6,048 | \$ _____ | \$ _____ |
| | General Clerk I (Overtime) | Hour | 61 | \$ _____ | \$ _____ |
| | General Clerk II | Hour | 2,016 | \$ _____ | \$ _____ |
| | General Clerk II (Overtime) | Hour | 21 | \$ _____ | \$ _____ |
| | General Clerk III | Hour | 12,096 | \$ _____ | \$ _____ |
| | General Clerk III (Overtime) | Hour | 121 | \$ _____ | \$ _____ |
| | Accounting Clerk II | Hour | 310,775 | \$ _____ | \$ _____ |
| | Accounting Clerk II (Overtime) | Hour | 3,108 | \$ _____ | \$ _____ |
| | Accounting Clerk III | Hour | 21,965 | \$ _____ | \$ _____ |
| | Accounting Clerk III (Overtime) | Hour | 219 | \$ _____ | \$ _____ |
| | Accountant I | Hour | 52,372 | \$ _____ | \$ _____ |
| | Accountant I (Overtime) | Hour | 524 | \$ _____ | \$ _____ |
| | Accountant II | Hour | 43,281 | \$ _____ | \$ _____ |
| | Accountant II (Overtime) | Hour | 433 | \$ _____ | \$ _____ |
| 0006 | SUPERVISORY LABOR Supervisory Labor shall be invoiced on a monthly basis. The Contractor's invoice shall show a total dollar amount due for the monthly period. The invoice detail shall support the monthly amount due based on hours used based on the Supervisory Labor rates shown below: | | | | \$ _____ |
| | Task Supervisor I | Hour | 8,765 | \$ _____ | \$ _____ |
| | Task Supervisor II | Hour | 8,765 | \$ _____ | \$ _____ |
| | Program Manager | Hour | 1,840 | \$ _____ | \$ _____ |
| | Deputy Program Manager | Hour | 1,840 | \$ _____ | \$ _____ |
| 0007 | TRAVEL AND PER DIEM IAW Section H, Clause H.4, Reimbursement of Travel Costs | XX | XXX | \$ XXX | \$ 40,922.00 (Estimated and Not to Exceed) |
| 0008 | PHASE-OUT IAW SOW Paragraph C.1.5 Only applicable if contract is not extended IAW Section 1, Clause 3.2.4-35 | Lump Sum | XXX | \$ XXX | \$ _____ |

1st OPTION YEAR ESTIMATED TOTAL AMOUNT: \$ _____

1st OPTION YEAR PERIOD OF PERFORMANCE: TBD

PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

PRICING SCHEDULE - 2nd OPTION YEAR

| <u>ITEM</u> | <u>ITEM DESCRIPTION</u> | <u>UNIT</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT PRICE</u> | <u>ESTIMATED AMOUNT</u> |
|-------------|---|-------------|---------------------------|-------------------|-------------------------------|
| 0009 | GENERAL LABOR | | | | \$ _____ |
| | General Labor shall be invoiced on a monthly basis. The Contractor's invoice shall show a total dollar amount due for the monthly period. The invoice detail shall support the monthly amount due based on hours used based on the General Labor rates shown below: | | | | |
| | General Clerk I | Hour | 6,350 | \$ _____ | \$ _____ |
| | General Clerk I (Overtime) | Hour | 64 | \$ _____ | \$ _____ |
| | General Clerk II | Hour | 2,117 | \$ _____ | \$ _____ |
| | General Clerk II (Overtime) | Hour | 22 | \$ _____ | \$ _____ |
| | General Clerk III | Hour | 12,701 | \$ _____ | \$ _____ |
| | General Clerk III (Overtime) | Hour | 127 | \$ _____ | \$ _____ |
| | Accounting Clerk II | Hour | 326,314 | \$ _____ | \$ _____ |
| | Accounting Clerk II (Overtime) | Hour | 3,263 | \$ _____ | \$ _____ |
| | Accounting Clerk III | Hour | 23,063 | \$ _____ | \$ _____ |
| | Accounting Clerk III (Overtime) | Hour | 230 | \$ _____ | \$ _____ |
| | Accountant I | Hour | 54,991 | \$ _____ | \$ _____ |
| | Accountant I (Overtime) | Hour | 550 | \$ _____ | \$ _____ |
| | Accountant II | Hour | 45,445 | \$ _____ | \$ _____ |
| | Accountant II (Overtime) | Hour | 455 | \$ _____ | \$ _____ |
| 0010 | SUPERVISORY LABOR | | | | \$ _____ |
| | Supervisory Labor shall be invoiced on a monthly basis. The Contractor's invoice shall show a total dollar amount due for the monthly period. The invoice detail shall support the monthly amount due based on hours used based on the Supervisory Labor rates shown below: | | | | |
| | Task Supervisor I | Hour | 9,204 | \$ _____ | \$ _____ |
| | Task Supervisor II | Hour | 9,204 | \$ _____ | \$ _____ |
| | Program Manager | Hour | 1,840 | \$ _____ | \$ _____ |
| | Deputy Program Manager | Hour | 1,840 | \$ _____ | \$ _____ |
| 0011 | TRAVEL AND PER DIEM | XX | XXX | \$ XXX | \$ 42,968.00 |
| | IAW Section H, Clause H.4, Reimbursement of Travel Costs | | | | (Estimated and Not to Exceed) |
| 0012 | PHASE-OUT | Lump | XXX | \$ XXX | \$ _____ |
| | IAW SOW Paragraph C.1.5 | Sum | | | |
| | Only applicable if contract is not extended IAW Section I, Clause 3.2.4-35 | | | | |

2nd OPTION YEAR ESTIMATED TOTAL AMOUNT: \$ _____

2nd OPTION YEAR PERIOD OF PERFORMANCE: TBD

PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

PRICING SCHEDULE - 3rd OPTION YEAR

| <u>ITEM</u> | <u>ITEM DESCRIPTION</u> | <u>UNIT</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT PRICE</u> | <u>ESTIMATED AMOUNT</u> |
|-------------|---|-------------|---------------------------|-------------------|----------------------------------|
| 0013 | GENERAL LABOR | | | | \$ _____ |
| | General Labor shall be invoiced on a monthly basis. The Contractor's invoice shall show a total dollar amount due for the monthly period. The invoice detail shall support the monthly amount due based on hours used based on the General Labor rates shown below: | | | | |
| | General Clerk I | Hour | 6,668 | \$ _____ | \$ _____ |
| | General Clerk I (Overtime) | Hour | 67 | \$ _____ | \$ _____ |
| | General Clerk II | Hour | 2,223 | \$ _____ | \$ _____ |
| | General Clerk II (Overtime) | Hour | 23 | \$ _____ | \$ _____ |
| | General Clerk III | Hour | 13,336 | \$ _____ | \$ _____ |
| | General Clerk III (Overtime) | Hour | 133 | \$ _____ | \$ _____ |
| | Accounting Clerk II | Hour | 342,630 | \$ _____ | \$ _____ |
| | Accounting Clerk II (Overtime) | Hour | 3,426 | \$ _____ | \$ _____ |
| | Accounting Clerk III | Hour | 24,216 | \$ _____ | \$ _____ |
| | Accounting Clerk III (Overtime) | Hour | 242 | \$ _____ | \$ _____ |
| | Accountant I | Hour | 57,741 | \$ _____ | \$ _____ |
| | Accountant I (Overtime) | Hour | 578 | \$ _____ | \$ _____ |
| | Accountant II | Hour | 47,717 | \$ _____ | \$ _____ |
| | Accountant II (Overtime) | Hour | 478 | \$ _____ | \$ _____ |
| 0014 | SUPERVISORY LABOR | | | | \$ _____ |
| | Supervisory Labor shall be invoiced on a monthly basis. The Contractor's invoice shall show a total dollar amount due for the monthly period. The invoice detail shall support the monthly amount due based on hours used based on the Supervisory Labor rates shown below: | | | | |
| | Task Supervisor I | Hour | 9,664 | \$ _____ | \$ _____ |
| | Task Supervisor II | Hour | 9,664 | \$ _____ | \$ _____ |
| | Program Manager | Hour | 1,840 | \$ _____ | \$ _____ |
| | Deputy Program Manager | Hour | 1,840 | \$ _____ | \$ _____ |
| 0015 | TRAVEL AND PER DIEM | XX | XXX | \$ XXX | \$ 45,117.00 |
| | IAW Section H, Clause H.4, Reimbursement of Travel Costs | | | | (Estimated and Not to Exceed) |
| 0016 | PHASE-OUT | Lump | XXX | \$ XXX | \$ _____ |
| | IAW SOW Paragraph C.1.5 | | | | |
| | Sum | | | | |
| | Only applicable if contract is not extended IAW Section I, Clause 3.2.4-35 | | | | |

3rd OPTION YEAR ESTIMATED TOTAL AMOUNT: \$ _____

3rd OPTION YEAR PERIOD OF PERFORMANCE: TBD

PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

PRICING SCHEDULE - 4th OPTION YEAR

| <u>ITEM</u> | <u>ITEM DESCRIPTION</u> | <u>UNIT</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT PRICE</u> | <u>ESTIMATED AMOUNT</u> |
|-------------|---|-------------|-------------------------------|-----------------------|----------------------------------|
| 0017 | GENERAL LABOR | | | | \$ _____ |
| | General Labor shall be invoiced on a monthly basis. The Contractor's invoice shall show a total dollar amount due for the monthly period. The invoice detail shall support the monthly amount due based on hours used based on the General Labor rates shown below: | | | | |
| | General Clerk I | Hour | 7,001 | \$ _____ | \$ _____ |
| | General Clerk I (Overtime) | Hour | 70 | \$ _____ | \$ _____ |
| | General Clerk II | Hour | 2,334 | \$ _____ | \$ _____ |
| | General Clerk II (Overtime) | Hour | 24 | \$ _____ | \$ _____ |
| | General Clerk III | Hour | 14,003 | \$ _____ | \$ _____ |
| | General Clerk III (Overtime) | Hour | 140 | \$ _____ | \$ _____ |
| | Accounting Clerk II | Hour | 359,762 | \$ _____ | \$ _____ |
| | Accounting Clerk II (Overtime) | Hour | 3,597 | \$ _____ | \$ _____ |
| | Accounting Clerk III | Hour | 25,427 | \$ _____ | \$ _____ |
| | Accounting Clerk III (Overtime) | Hour | 254 | \$ _____ | \$ _____ |
| | Accountant I | Hour | 60,628 | \$ _____ | \$ _____ |
| | Accountant I (Overtime) | Hour | 607 | \$ _____ | \$ _____ |
| | Accountant II | Hour | 50,103 | \$ _____ | \$ _____ |
| | Accountant II (Overtime) | Hour | 502 | \$ _____ | \$ _____ |
| 0018 | SUPERVISORY LABOR | | | | \$ _____ |
| | Supervisory Labor shall be invoiced on a monthly basis. The Contractor's invoice shall show a total dollar amount due for the monthly period. The invoice detail shall support the monthly amount due based on hours used based on the Supervisory Labor rates shown below: | | | | |
| | Task Supervisor I | Hour | 10,147 | \$ _____ | \$ _____ |
| | Task Supervisor II | Hour | 10,147 | \$ _____ | \$ _____ |
| | Program Manager | Hour | 1,840 | \$ _____ | \$ _____ |
| | Deputy Program Manager | Hour | 1,840 | \$ _____ | \$ _____ |
| 0019 | TRAVEL AND PER DIEM | XX | XXX | \$ XXX | \$ 47,373.00 |
| | IAW Section H, Clause H.4, Reimbursement of Travel Costs | | | | (Estimated and Not to Exceed) |
| 0020 | PHASE-OUT | Lump | XXX | \$ XXX | \$ _____ |
| | IAW SOW Paragraph C.1.5 | | | | |
| | Sum | | | | |
| | Only applicable if contract is not extended IAW Section I, Clause 3.2.4-35 | | | | |

4th OPTION YEAR ESTIMATED TOTAL AMOUNT: \$ _____

4th OPTION YEAR PERIOD OF PERFORMANCE: TBD

PART I – SECTION C – DESCRIPTION / SPECIFICATIONS

C.1 SCOPE OF WORK

(a) The contractor shall furnish all required labor, facilities, and equipment to provide Financial Support Services in accordance with the attached Statement (SOW) and in accordance with the terms, conditions, and provisions set forth herein. These services shall support the Federal Aviation Administration (FAA) Enterprise Services Center's (ESC) Office of Operational Services (AMZ), located at the Mike Monroney Aeronautical Center (MMAC), Oklahoma City, Oklahoma, in the form of supporting the transactional processing, reporting analysis, audit support, data integrity services, federal financial consulting, and functional systems support and training provided and managed by AMZ. The Contractor shall be paid for services performed in accordance with Part I – Section B, Supplies or Services and Price/Cost.

(b) The complete SOW is attached to this Screening Information Request (SIR) and is identified in Part III – Section J, List of Attachments.

(c) Offeror's Schedule B submitted for award consideration shall not include any proprietary markings. Such markings, if not removed, may eliminate the offeror from further competition.

C.2 Emergency Situations and Exercises during Contract Performance (SEP 2001)

CLA.4548

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

PART I – SECTION D – PACKAGING AND MARKING

Not applicable

PART I – SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)

CLA.1908

(a) Final inspection and acceptance shall be at destination.

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled "Inspection of Services—Both Fixed-Price & Cost Reimbursement" (AMS 3.10.4-4).

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section I, Clause 3.1-1.

3.10.4-5 Inspection - Time-and-Material and Labor-Hour (April 1996)

PART I – SECTION F – DELIVERIES OR PERFORMANCE

F.1 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.2 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is 1 year from the date of contract award or as extended by the exercise of any option included herein.

3.8.2-22 Substitution or Addition Of Personnel (October 2006)

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first sixty (60) days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least seven (7) days (if a security clearance must be obtained, at least fourteen [14] days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section I, Clause 3.1-1.

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-24 Notice of Delay (November 1997)

3.11-34 F.O.B. Destination (April 1999)

PART I – SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Accounting and Appropriation Data

Accounting and appropriation data will be set forth on individual task orders issued hereunder.

G.2 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.3 INVOICING PROCEDURES - GENERAL (JAN 2002)

CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-I00)
P.O. Box 25710
Oklahoma City, OK 73125-4513

(2) Two copies to:

FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

(3) Two copies to:

FAA, Mike Monroney Aeronautical Center
Office of Operational Services (AMZ-010)
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.

(2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.

(3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.4 IDENTIFICATION/DELIVERY OF GOVERNMENT PROPERTY (JAN 1997)

CLA.1401

Within 1 calendar days after award of contract the Government-owned property listed below will be furnished to the contractor for use in the performance of this contract.

| <u>Identification</u> <u>Number</u> | <u>Description</u> | <u>Acquisition</u> <u>Quantity</u> | <u>Cost</u> |
|--|--------------------|---------------------------------------|-------------|
| See Statement of Work | | | |

G.5 GOVERNMENT PROPERTY REPORTS (JAN 1997)

CLA.4528

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

G.6 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JUN 2006)

CLA.4529

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

G.7 WAIVER OF WITHHOLDING (SEP 2001)

CLA.4546

Funds shall not be withheld from contract payments as described in subparagraph (a)(2) of AMS clause 3.3.1-5 "Payments Under Time-and-Material and Labor-Hour Contracts."

G.8 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (JAN 2002)

CLA.4550

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section I, Clause 3.1-1.

3.10.1-22 Contracting Officer's Technical Representative (January 2008)

PART I – SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Environmental, Safety and Health (July 2008)

CLA.0090

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy which states:

"The Mike Monroney Aeronautical Center is fully committed to the Administrator's Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment, and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:

- *Ensure compliance with all applicable environmental requirements*
- *Minimize pollution and waste*
- *Conserve natural resources*
- *Continually improve environmental performance*

Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment."

(4) The requirements of the MMAC Environmental Management System (EMS) which is modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC's environmental programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set forth in paragraph (a)(3) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC EMS Employee Awareness and MMAC General Employee Training. This training is available on-line at:

https://employees.faa.gov/employee_services/regent_services/mmacc/amp/env/mgt_system/.

(iii) Complete and sign the "Certification of Contractor Conformance to the MMAC EMS" included in Section K of this contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Health and Safety (OHS) Policy which states:

"The Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the health and safety of our employees and neighbors. It is our policy to ensure that employees, students and visitors are provided with workplaces that are free from recognized hazards that may cause serious illness or injury. In keeping with this commitment; we will implement, maintain and continually improve our health and safety performance by utilizing a comprehensive Occupational Health and Safety Management System which:

- *Ensures compliance with all applicable occupational safety and health requirements*
- *Identifies hazards, assesses risks and implements controls*
- *Prevents injury and illness*
- *Establishes health and safety objectives*

Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a healthy and safe work environment for employees, students and visitors."

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer not later than November 30 of each year and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

- (1) The number of employee-hours worked during the preceding fiscal year;
- (2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;
- (3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, the Contracting Officer (CO) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the CO may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the CO. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the CO to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

(End of Clause)

H.2 DIRECT HOURLY LABOR RATE (JAN 1997)

CLA.0125

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of Supplies/Services and Prices/Costs, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category.

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum.

(c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

NOTE:

Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal/best and final offer.

EXAMPLE

(This example assumes a final negotiated direct labor rate of \$21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of \$38.00/hr taken from Section B, Supplies or Services and Prices/Cost. For Skill II, the final negotiated direct labor rate is assumed to be \$18.75/hr and a billing rate of \$32.00/hr.)

| <u>Labor Category</u> | <u>Rate Paid</u> | <u>Actual Labor Worked</u> | <u>Hours Dollars</u> | <u>Total Labor</u> |
|--------------------------------------|----------------------|----------------------------|----------------------|--------------------|
| Contract Skill I | Employee A - \$22.00 | | 100 | \$ 2,200.00 |
| | Employee B - \$20.00 | | 100 | 2,000.00 |
| | Employee C - \$19.00 | | 100 | 1,900.00 |
| | Employee D - \$19.50 | | 100 | 1,950.00 |
| Invoice Total | 400 | | \$ 8,050.00 | |
| Previous Totals (All other invoices) | | | 4,000 | 79,950.00 |
| Cumulative Total | | | 4,400 | \$88,000.00 |

Cumulative Weighted Average: $\$88,000 / 4,400 \text{ hours} = \20.00
Cumulative Amount Billed: $\$38.00 \times 4,400 \text{ hours} = \$167,200$

| | | | | |
|--------------------------------------|----------------------|--|-------------|-------------|
| Contract Skill II | Employee G - \$18.00 | | 100 | \$ 1,800.00 |
| | Employee H - \$19.00 | | 100 | 1,900.00 |
| | Employee J - \$18.50 | | 100 | 1,850.00 |
| Invoice Total | 300 | | \$ 5,550.00 | |
| Previous Totals (All other invoices) | | | 4,000 | 74,400.00 |
| Cumulative Total | | | 4,300 | \$79,950.00 |

Cumulative Weighted Average $\$79,950 / 4,300 \text{ hours} = \18.59
Cumulative Amount Billed: $\$32.00 \times 4,300 \text{ hours} = \$137,600$

Final Billing Adjustment

Skill I

Wage ratio 93% ($\$20.00/\21.50), Variance 7% (100%-93%),
Adjustment 5% (98%-93%)
Credit to Government \$8,360 ($\$167,200 \times 5\%$)

Skill II

Wage ratio 99% ($\$18.59/\18.75), Variance 1% (100%-99%),
Adjustment 0% (98%-99%)
Credit to Government \$-0- ($\$137,600 \times 0\%$)

NEGOTIATED DIRECT HOURLY LABOR RATES
Screening Information Request DTFAAC-10-R-00236

NOTICE: This document corresponds to Clause H.2, Direct Hourly Labor Rate, and must be completed by each prospective contractor and returned as part of their proposal/best and final offer. The direct hourly rate set forth below is the direct labor portion of the negotiated composite/billing rate shown in Section B.

| <u>LABOR CATEGORY</u> | <u>YEAR 1</u> | <u>YEAR 2</u> | <u>YEAR 3</u> | <u>YEAR 4</u> | <u>YEAR 5</u> |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|
| General Clerk I | | | | | |
| General Clerk I (Overtime) | | | | | |
| General Clerk II | | | | | |
| General Clerk II (Overtime) | | | | | |
| General Clerk III | | | | | |
| General Clerk III (Overtime) | | | | | |
| Accounting Clerk II | | | | | |
| Accounting Clerk II (Overtime) | | | | | |
| Accounting Clerk III | | | | | |
| Accounting Clerk III (Overtime) | | | | | |
| Accountant I | | | | | |
| Accountant I (Overtime) | | | | | |
| Accountant II | | | | | |
| Accountant II (Overtime) | | | | | |
| Task Supervisor I | | | | | |
| Task Supervisor II | | | | | |
| Program Manager | | | | | |
| Deputy Program Manager | | | | | |

H.3 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)
CLA.1051

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.4 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007)
CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

H.5 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)
CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.6 Notice of Contractor Testimony (September 2006)
CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this

report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.7 Personnel and Supervision (OCTOBER 2006)

CLA.4556

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

H.8 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006)

CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

3.8.2-17 Key Personnel and Facilities (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

(End of clause)

PART II – SECTION I – CONTRACT CLAUSES

I.1 CEILING PRICE (JAN 1997)

CLA.0120

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

I.2 ORAL AND WRITTEN TELECOMMUNICATION ORDERS (JAN 1997)

CLA.1035

Oral and written telecommunication orders are authorized. This method of ordering shall be used to fulfill emergency requirements and will be followed by a written order.

I.3 Requirement For Minimum Wages (JAN 1997)

CLA.1207

Although the Service Contract Act of 1965, as amended, requires that each service employee employed in the performance of this contract be paid not less than the minimum monetary wages specified in the wage determination attached to this contract, the contractor agrees to pay each service employee employed in the performance of this contract no less than the monetary wages mutually agreed to as follows:

| <u>CLASSIFICATION</u> | <u>MONETARY WAGES PER HOUR</u> |
|-----------------------|--------------------------------|
| General Clerk I | \$ |
| General Clerk II | \$ |
| General Clerk III | \$ |
| Accounting Clerk II | \$ |
| Accounting Clerk III | \$ |

I.4 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

I.5 LIABILITY INSURANCE (JAN 1997)

CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

Contracting Officer
Mike Monroney Aeronautical Center
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.2.1.5-4 Continuity of Services - Mission Critical Contracts (January 2008)

(a) The contractor recognizes that the supplies and/or services under this contract are critical to FAA and must be continued without interruption during times of National Emergency or Incidents of National Significance. Supplies and/or services to be continued without interruption are:

Financial Support Services

(b) National Emergencies or Incidents of National Significance include:

- (1) Outbreak of pandemic influenza or infectious disease;
- (2) Terrorist attack; and
- (3) Natural disaster.

(c) Because the supplies and/or services under this SIR or contract are deemed critical by FAA, the contractor must make every reasonable effort to deliver these supplies and/or services per the contract requirements during times of National Emergency or Incidents of National Significance; however, the presence of this clause does not affect or diminish the Contractor's rights under Default or Termination clauses incorporated into this SIR or contract.

(d) Within thirty (30) days after award, the contractor must submit a Continuity of Contract Performance Plan to the Contracting Officer (CO) for review and acceptance. This plan describes the processes and tools that the contractor will commit to ensure supplies and/or services are delivered as required during times of National Emergency or Incidents of National Significance. This plan must include the following sections:

(1) Plans and Procedures: Detail the plans and procedures in place that will provide for continued contract performance for supplies and/or services during times of National Emergencies or Incidents of National Significance;

(2) Essential Functions: Record functions that are essential to the continuation of mission critical contract performance;

(3) Delegations of Authority, Planned Order of Succession, and Cross-Training: Procedures in place to ensure personnel are available to make key decisions and perform critical services when primary personnel are unavailable;

(4) Alternate Operating Facilities: When the primary facility is unavailable, detail plans to make available other facilities unaffected by the National Emergency or Incident of National Significance. If contract performance allows, this may include alternatives such as telecommute;

(5) Interoperable and Effective Communications: Identify alternate communication systems if primary systems are unavailable;

(6) Critical Records or Data: Identify plans in place to ensure critical records and data are still available to ensure the integrity of contract performance;

(7) Protection of Human Capital: Identify comprehensive plans to protect the overall health and welfare of the workforce in times of National Emergency or Incidents of National Significance;

(8) Testing and Training of the Plan: Detail comprehensive testing and training of the plan to improve the execution of contract performance in times of National Emergency or Incidents of National Significance;

(9) Devolution of Control and Direction: Identify plans and the ability to transfer authority and responsibility of essential functions from the primary location to other sites and employees; and

(10) Reconstitution and Resuming Normal Operations: Identify procedures and processes to expedite the return of contract performance and operations to their normal state.

(e) The Continuity of Contract Performance Plan must be made available by the contractor to all authorized contractor personnel with a "need-to-know" for review and use during the term of the contract.

(f) The Continuity of Contract Performance Plan must be updated as needed.

(End of Clause)

3.2.2.3-37 Notification of Ownership Changes (July 2004)

(a) The Contractor (you) must notify FAA in writing within 30 days when you become aware that a change in ownership has occurred or will occur and that the change could affect the value of your capitalized assets in the accounting records, asset valuations, or cause any other cost changes.

(b) You must:

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the Contracting Officer (CO) access to the records on request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of your ownership changes; and

(4) Retain and maintain depreciation and amortization schedules based on the asset records maintained before each ownership change.

(c) You must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and that require cost and price data.

(End of clause)

3.2.2.3-39 Requirements for Cost or Pricing Data or Other Information --Modifications (July 2004)

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

(1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or

(2) For information other than current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

(i) Information on an exception you received on earlier or repetitive acquisitions;

(ii) Catalog price information including:

(A) A dated catalog with the prices;

(B) The applicable catalog pages; or

(C) A statement that the catalog is on file in the contracts office that will issue this contract modification;

(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed the value of this contract. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

(A) The source, date or period of the market quotation;

(B) Any other basis for the market price, the base amount, and applicable discounts;

(C) The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or

(D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [*] are accurate, complete, and current as of [**]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [*** _____]

*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

** Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

*** Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

(End of certificate)

(End of clause)

3.2.4-16 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through the expiration date of the contract or any options exercised thereto.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

3.2.4-17 Order Limitations (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the total amount stated on the Schedule for the base period and all options;

(2) Any order for a combination of items in excess of the total amount stated on the Schedule for the base period and all options; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

3.2.4-19 Requirements (October 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by orders placed within the ordering period.

(End of clause)

3.2.4-20 Indefinite Quantity (July 1996)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by orders placed within the ordering period.

(End of clause)

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in

the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.3.1-36 Availability of Funds- Option Periods under a Continuing Resolution (April 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

(End of Clause)

3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (April 2000)

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)" concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of release of the initial SIR or public announcement (if issued), whichever is first:

- (1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)(1) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However, this requirement does not apply in connection with construction or service contracts.

(2) The Offeror will notify the FAA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)

(a) The contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100.'

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant of employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

| <u>Employee class</u> | <u>Federal Wage Grade</u> | <u>DOL Occupational Code</u> | <u>Monetary Wage + Fringe Benefits</u> |
|-----------------------|---------------------------|------------------------------|--|
| General Clerk I | FG-3 | 01111 | \$12.19 + Fringe Benefits |
| General Clerk II | FG-4 | 01112 | \$13.30 + Fringe Benefits |
| General Clerk III | FG-5 | 01113 | \$18.00 + Fringe Benefits |
| Accounting Clerk II | FG-7 | 01012 | \$14.13 + Fringe Benefits |
| Accounting Clerk III | FG-9 | 01013 | \$18.28 + Fringe Benefits |
| Accountant I | FG-12 | Non-SCA | Exempt |
| Accountant II | FG-13 | Non-SCA | Exempt |

(End of clause)

3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)

1. During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

NOTICE TO EMPLOYEES

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board
Division of Information
1099 14th Street, NW
Washington, D.C. 20570
1-866-667-6572
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: www.nlr.gov.

2. The contractor will comply with all provisions of E.O. 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in E.O. 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of E.O. 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(End of Clause)

3.6.2-40 Nondisplacement of Qualified Workers (April 2009)

(a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

(2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and

(3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list must contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of clause)

3.6.2-41 Employment Eligibility Verification (September 2009)

(a) Definitions:

Employee assigned to the contract_z means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States," as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security_zs Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall—

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later

(but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a

suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

(End of clause)

3.10.2-2 Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts) (October 1996)

(a) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if:

(1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;

(2) The proposed subcontract is fixed-price and exceeds either \$100,000 or 5 percent of the total estimated cost of this contract;

(3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or

(4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$25,000 or of any items of facilities.

(b)

(1) In the case of a proposed subcontract that

(i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$25,000, including any fee, (ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

(2)

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.

(iv) The proposed subcontract price and the Contractor's cost or price analysis.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) of this clause without the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

None

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination:

(1) of the acceptability of any subcontract terms or conditions,

(2) of the allowability of any cost under this contract, or

(3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i)

(1)Reserved.

(2) Additionally, the Contractor shall include in each cost- reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary payments, as in effect on the date of this contract. The Contractor further agrees that the need for such financing payments will not be considered a handicap or adverse factor in the award of subcontracts.

(k) The Government reserves the right to review the Contractor's purchasing system.

(End of clause)

3.14-1 Security Requirements - Classified Contracts (July 2002)

(a) This clause applies to the extent that this contract involves access to information that is classified as "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with the requirements in (1) the Contract Security Classification Specification (DD Form 254) included in the current edition of the National Industrial Security Operating Manual (DOD 5220.22-M) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at an FAA owned or FAA leased facility, it shall comply with the security requirements of the FAA.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph d) but excluding any reference to the "Changes" clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

3.14-2 Contractor Personnel Suitability Requirements (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

| | |
|-------------------------|--------------|
| General Clerk I: | Risk Level 5 |
| General Clerk II: | Risk Level 5 |
| General Clerk III: | Risk Level 5 |
| Accounting Clerk II: | Risk Level 5 |
| Accounting Clerk III: | Risk Level 5 |
| Accountant I: | Risk Level 5 |
| Accountant II: | Risk Level 5 |
| Task Supervisor I: | Risk Level 5 |
| Task Supervisor II: | Risk Level 5 |
| Program Manager: | Risk Level 5 |
| Deputy Program Manager: | Risk Level 5 |

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

Security & Investigations Division (AMC-700)
Mike Monroney Aeronautical Center
P.O. Box 25082
Oklahoma City, OK 73125

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or

alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and AMC-700, Securities and Investigations Division. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to AMC-700, Securities and Investigation Division by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: Mike Monroney Aeronautical Center, AMC-700, Securities and Investigation Division, 6500 South MacArthur Boulevard, Oklahoma City, OK 73169. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the AMC-700, Securities and Investigations Division. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Rose Mitchell, AMC-750, 405-954-4090.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section I, Clause 3.1-1.

3.1.7-2 Organizational Conflicts of Interest (August 1997)

3.1.7-4 Organizational Conflict of Interest SIR Provision (March 2006)

3.1.8-1 Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (September 2000)

3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (September 2000)

3.2.2.3-8 Audit and Records (February 2009)

3.2.2.3-25 Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (July 2004)

- 3.2.2.3-27 Subcontractor Cost or Pricing Data (July 2004)
- 3.2.2.3-29 Integrity of Unit Prices (July 2004)
- 3.2.2.3-30 Termination of Defined Benefit Pension Plans (July 2004)
- 3.2.2.3-32 Waiving Facilities Capital Cost of Money (July 2004)
- 3.2.2.3-33 Order of Precedence (July 2004)
- 3.2.2.3-36 Reversing or Adjusting of Plans for Postretirement Benefits Other Than Pensions (PRB) (July 2004)
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)
- 3.2.4-34 Option to Extend Services (April 1996)
- 3.2.5-1 Officials Not to Benefit (April 1996)
- 3.2.5-3 Gratuities or Gifts (January 1999)
- 3.2.5-4 Contingent Fees (October 1996)
- 3.2.5-5 Anti-Kickback Procedures (October 1996)
- 3.2.5-6 Restrictions on Subcontractor Sales to the FAA (April 1996)
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
- 3.2.5-13 Contractor Code of Business Ethics and Conduct (July 2008)
- 3.2.5-14 Display of Hotline Poster(s) (April 2008)
- 3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)
- 3.3.1-5 Alternate II Payments under Time-and-Materials and Labor-Hour Contracts Alternate II (October 1996)
- 3.3.1-10 Availability of Funds (April 1996)
- 3.3.1-15 Assignment of Claims (April 1996)
- 3.3.1-17 Prompt Payment (January 2008)
- 3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)
- 3.3.2-1 FAA Cost Principles (October 1996)
- 3.4.1-10 Insurance - Work on a Government Installation (July 1996)
- 3.4.1-12 Insurance (July 1996)
- 3.4.1-13 Errors and Omissions (July 1996)
- 3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
- 3.4.2-8 Federal, State, and Local Taxes--Fixed Price Contract (April 1996)
- 3.5-1 Authorization and Consent (January 2009)
- 3.6.1-3 Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (September 2001)
- 3.6.1-7 Limitations on Subcontracting (July 2008)
- 3.6.2-2 Convict Labor (April 1996)
- 3.6.2-9 Equal Opportunity (August 1998)
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)
- 3.6.2-13 Affirmative Action for Workers With Disabilities (April 2000)
- 3.6.2-16 Notice to the Government of Labor Disputes (April 1996)
- 3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)
- 3.6.2-30 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (April 1996)
- 3.6.2-35 Prevention of Sexual Harassment (April 2007)
- 3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)
- 3.6.2-39 Trafficking in Persons (January 2008)
- 3.6.3-2 Clean Air and Clean Water (April 1996)
- 3.6.3-16 Drug Free Workplace (January 2004)
- 3.6.4-10 Restrictions on Certain Foreign Purchases (April 1996)
- 3.8.2-9 Site Visit (April 1996)
- 3.8.2-10 Protection of Government Buildings, Equipment, and Vegetation (April 1996)
- 3.8.2-11 Continuity of Services (October 2008)
- 3.9.1-1 Contract Disputes (November 2002)
- 3.9.1-2 Protest After Award (August 1997)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-14 Changes - Time and Materials or Labor Hours (April 1996)
- 3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)
- 3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
- 3.10.2-5 Competition in Subcontracting (January 1998)
- 3.10.3-2 Government Property - Basic Clause (April 2004)
- 3.10.3-2 Alternate II Government Property - Basic Clause Alternate II (April 2004)
- 3.10.4-19 Government Industry Data Exchange Program (GIDEP) (January 2002)
- 3.10.6-3 Termination (Cost-Reimbursement) (October 1996)
- 3.10.6-3 Alternate IV Termination (Cost-Reimbursement) Alternate IV (October 1996)

- 3.10.6-7 Excusable Delays (October 1996)
- 3.13-3 Printing/Copying Double-sided on Recycled Paper (July 2008)
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)
- 3.13-10 Contractor Attendance at FAA Sponsored Training (January 2003)
- 3.13-11 Plain Language (July 2006)
- 3.14-3 Foreign Nationals as Contractor Employees (April 2008)
- 3.14-5 Sensitive Unclassified Information (SUI) (July 2008)

PART III – SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

| <u>ATTACHMENT</u> | <u>TITLE</u> | <u>DATE</u> | <u>NO. OF PAGES</u> |
|--------------------------|---------------------|--------------------|----------------------------|
| 1 | Statement of Work | 10/21/2009 | 12 |
| 2 | Wage Determination | 10/05/2009 | 10 |

PART IV – SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFP (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

BUSINESS DECLARATION

1. Name of Firm: _____

2. Address of Firm: _____

3. a. Telephone No. of Firm: _____ b. Facsimile No. of Firm: _____

4. a. Name of Person Making Declaration: _____

b. Telephone No. of Person Making Declaration: _____

c. Position Held in the Company: _____

5. Controlling Interest in Company: ("X" all appropriate boxes)

☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian American

☐ Female Non-Minority ☐ Male Non-Minority ☐ Female ☐ Male

☐ 8(a) Certified (Certification letter attached) ☐ Other (Specify) _____

6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?

☐ Yes ☐ No (If No, provide the name and telephone number of the person who has this authority.)

7. Nature of Business (Specify all major services/products and NAICS codes.) _____

8. a. Years the firm has been in business: _____ b. No. of Employees: _____

9. Type of Ownership: ☐ Sole Ownership ☐ Partnership ☐ Other (Explain) _____

10. Gross receipts of the firm for the last three years: (a) Year Ending: _____ Gross Receipts: \$ _____

(b) Year Ending: _____ Gross Receipts: \$ _____ (c) Year Ending: _____ Gross Receipts: \$ _____

11. Tax Identification Number (TIN)/Employer Identification Number (EIN)/Social Security Number (SSN),

and Data Universal Numbering System (DUNS): _____

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

12. Is the firm a small business? ☐ Yes ☐ No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO
CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: _____ Date: _____

Typed Name and Title: _____

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)

CLA.0126

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541219.
(2) The small business size standard is \$8.5 million.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999)

CLA.4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.3 Certification of Contractor Conformance to the MMAC Environmental Management System (EMS) (JULY 2008)
CLA.4560

By signature below the offeror certifies that the requirements of the Mike Monroney Aeronautical Center (MMAC) EMS have been met and that the work performed hereunder shall be in conformance with the MMAC EMS as required by Clause 0090, Environmental, Safety, and Health Program.

Authorized Representative: _____
Company Name: _____
Date: _____

(End of provision)

1.13-1 Notice of Earned Value Management System (March 2006)

The offeror's (you/your) response to this screening information request (SIR) must include proof of a certified EVMS or provide a plan (the plan) to implement a certified system that complies with the EVMS criteria (the criteria) stated in subparagraph (b) of clause 1.13-2, "EVMS." You must submit the following as part of your proposal for Contracting Officer (CO) approval:

(a) Documentation demonstrating that your EVMS has been American National Standard ANSI/EIA 748 certified and EVM surveillance documentation demonstrating that you have maintained an American National Standard ANSI/EIA 748 compliant EVMS at the time this SIR is issued; or

(b) The plan that explains how your EVMS will be certified for each guideline of the American National Standard ANSI/EIA 748 Standard.

(c) Names of subcontractors. If you have not yet identified subcontractors, you must identify any part of the work you intend to award to subcontractors. The CO must approve the subcontractors before you sign contracts with them.

(End of provision)

3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 60 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

- (1) The acceptance period stated in paragraph (c) of this provision; or
- (2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____
Title: _____
Phone number: _____

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other—State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ A common parent does not own or control the offeror as defined in paragraph (a).
- ☐ Name and TIN of common parent:
Name _____
TIN _____

(End of provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (February 2009)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-5 Certification of Nonsegregated Facilities (February 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

3.6.2-6 Previous Contracts and Compliance Reports (April 1996)

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

3.8.2-18 Certification of Data (October 1996)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section I, Clause 3.1-1.

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)

PART IV – SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1 BUSINESS SIZE RESTRICTION AND COMPETITION CONSIDERATIONS

This SIR solicits proposals on a competitive basis restricted to certified participants in the Small Business Administration's (SBA) 8(a) program.

L.2 PROPOSAL PREPARATION AND SUBMITTAL COSTS

This SIR is not to be construed as a contract or a commitment of any kind. The Government and the FAA shall not be liable for payment of nor reimburse offerors or contractors for any and all costs incurred in the preparation and/or submittal of a proposal in response to this SIR or a resultant task order. All proposal preparation and/or submittal costs are at the risk of the offeror or contractor.

L.3 PROPOSAL PREPARATION AND SUBMITTAL OF OFFERS

(a) The Contract Specialist for this acquisition, Randall L. Bratcher, is the sole point of contact. All written questions, correspondence, and submittals must be sent to the Contract Specialist at the address specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award) or via e-mail to randall.bratcher@faa.gov. OFFERORS MUST NOT CONTACT THE PROGRAM OFFICE OR PROGRAM OFFICE PERSONNEL AT ANY TIME REGARDING THIS ACQUISITION.

(b) All offers are subject to all terms and conditions set forth and contained in this SIR. If all requested information is not furnished in the offeror's proposal, the offeror's proposal may be determined to be non-responsive and ineligible for contract award.

(c) Sealed offers in original format and four (4) copies thereof for furnishing the supplies or services in the Schedule will be received at the depository located in Room 313, Multi-Purpose Building, until 3:00 p.m. local time, 01 December 2009, as specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award).

(d) Offerors submitting proposals by hand-delivery will need to consider allowing sufficient time to process through the security procedures in place at the MMAC. Overnight delivery of proposals in response to this SIR may also be impacted if not sent in sufficient time to allow for the special mail handling procedures in place at the MMAC.

(e) CAUTION – Late Submissions, Modifications, and Withdrawals: See Section L, AMS Provision 3.2.2.3-14. All offers are subject to all terms and conditions set forth and contained in this solicitation. Electronic submissions are acceptable; however, the original and four (4) copies of the proposals must be received by the due date and time specified.

L.4 OPTION YEAR PROPOSALS

(a) It is the intent of the Government to award this contract with the option years; however, if you are not in a position to make an offer on five (5) years, we invite you to submit an offer for one (1) year only.

(b) The Government reserves the right to delete the option periods in negotiations in the event a 1-year proposal is less than the first year of a proposal offering option periods.

L.5 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMITTALS

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The procurement process will involve the evaluation of technical proposals, past performance proposals, and cost/price proposals. Evaluations involved will permit the FAA to select an offer through the use of a trade-offs process evaluation process whose proposal is determined to be an overall best value to the FAA as set forth in M.5.

(c) Specific attention is invited to AMS Policy paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors. An award may be made without further discussions/negotiations. Offerors should therefore submit their best technical and pricing proposals in the initial

proposal. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

L.6 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

L.6.1 GENERAL

(a) Each offeror will submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and are required to be submitted in the format outlined below.

(b) Proposals submitted in response to this SIR/RFO shall be formatted in accordance with the instructions provided in this section.

(c) The Offeror's proposals must be received by the Government by the date specified in L.3 (c) above. Questions regarding this SIR/RFO must be submitted, in writing, via e-mail NOT LESS THAN 10 days from the due date for proposals.

(d) Common items for each volume is:

(1) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.

(2) Volumes shall be marked 'Procurement Sensitive.' A cover sheet may be used for each volume for this designation along with the designation of the applicable page(s) the offeror deems competitive sensitive.

(3) All volumes shall be submitted to the Contracting Officer not later than the proposal due date.

(4) Formatting shall allow proposal to be printed on standard 8 ½ x 11 paper, minimum 1 inch margins, left, right, top, and bottom, with text font size no less than 10. Printing may be single-sided or double-sided (front/back). Double-sided printing shall be counted as two (2) pages for each sheet.

(5) The proposal responses for each evaluation factor shall be provided in a separate section, and the section shall be tabbed for ease of reference.

Table 1. Proposal Organization

Volume I – Technical Proposal

- Original
- Four (4) copies

Volume II – Past Performance Proposal

- Original
- Four (4) copies

Volume III – Cost/Price/Business Proposal

- Original (signed)
- Four (4) copies

Note: No reference shall be made to prices/costs in Volumes I and II.

CAUTION: Evaluators will read only up to the page limit as specified. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

L.6.2 PROPOSAL OVERVIEW

(a) Technical Proposal Overview – Volume I.

(1) Technical Proposals shall be submitted as separate and complete volumes and tabbed separately for each of the Technical Evaluation Factors outlined elsewhere in this provision. The Technical Proposal shall not include prices/costs or any pricing information.

(2) The Technical Proposal must be self-sufficient in addressing all aspects of the Technical Evaluation Factors and must be independent of the information contained in the Past Performance Proposal and/or Cost/Price/Business Proposal.

(3) The Technical Proposal must be sufficiently detailed to enable technically oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed services meet the requirements of the Government and that the offered approach is valid and practical. The Technical Proposal must be specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for, and the technical problems inherent in, providing services of the scope outlined in the Statement of Work (SOW). Clear evidence of services previously demonstrated and currently in place relating to the SOW requirements should be included in each evaluation factor.

(4) Statements that the offeror understands, can, or will comply with all statements in the SOW and statements paraphrasing the SOW requirements or parts thereof, are considered insufficient. Phrases such as "standard procedures will be employed," or "well-known techniques will be used," etc., will be considered insufficient.

(5) Content is more important than quantity. Technical Proposals are limited to no more than pages outlined elsewhere in Section L. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present complete and effective proposals are neither necessary nor desired and may be construed as an indication of the offeror's lack of cost consciousness. To expedite review of the proposals, the proposal responses for each evaluation factor shall be provided in a separate section and the section shall be tabbed for ease of reference.

(b) Past Performance Proposal Overview – Volume II.

(1) Past Performance Proposals shall be submitted as separate and complete volumes and tabbed separately for each of the Past Performance Evaluation Factors and Sub-Factors outlined elsewhere in this provision. The Past Performance Proposal shall not include prices/costs or any pricing information.

(2) The Past Performance Proposal must be self-sufficient in addressing all aspects of the Past Performance Evaluation Factors and Sub-Factors outlined elsewhere in this provision and must be independent of the information contained in the Technical Proposal and/or Cost/Price/Business Proposal.

(3) This volume will provide information to the FAA regarding assessing the offeror's accomplishments for recent and relevant projects that are comparable in scope and magnitude to that described in the SOW under this SIR

(c) Contract Documentation and Cost/Price/Business Proposal Overview – Volume III.

(1) Cost/Price/Business Proposals will provide information to the FAA for analyzing costs and pricing as well as preparing the contract document and supporting file for the successful offeror. Completion of the required documents indicates that the offeror has read and agrees to the entirety of the terms and conditions contained in the SIR/RFO.

(2) This volume should be sufficiently detailed in support of the proposed pricing to demonstrate cost realism and reasonableness.

L.6.3 PROPOSAL CONTENT

(a) Technical Proposal Content – Volume I.

(1) The Contractor's Technical Proposal shall be limited to no more than fifty (50) typewritten pages, including attachments (excluding resumes), shall present a clear and thorough understanding of all facets of the Government's technical requirements listed in the SOW, and shall include the following information and be organized under separate tabs as follows:

(A) Factor 1 – EXPERIENCE

- The offeror shall demonstrate their experience in providing the financial support services required by the SOW.

(B) Factor 2 – BUSINESS APPROACH / STRATEGY

Sub-Factor 2.1 – PROGRAM MANAGEMENT & SUPERVISION
Sub-Factor 2.2 – ADMINISTRATIVE SERVICES EXPERTISE

- The offeror shall present their proposed approach, methodology, and overall performance strategy to meet the requirements of the SOW. The offeror's proposal must present a sound and rational approach to meet the requirements of the SOW and demonstrate a clear understanding of the SOW requirements. The offeror's proposal must present an integrated and effective

approach for properly managing the work to be performed. The offeror's proposal must describe in detail the administrative services to be provided and the offeror's expertise in providing these services.

(C) Factor 3 – ORGANIZATIONAL APPROACH

Sub-Factor 3.1 – TEAM ORGANIZATION

Sub-Factor 3.2 – KEY PERSONNEL / RESUMES

- The offeror shall present their proposed organizational approach to meet the requirements of the SOW. The offeror's proposal must provide a summary of corporate personnel resources relevant to this project. The offeror's proposal must provide and discuss any proposed teaming or sub-contractor arrangements. The offeror shall provide a summary of proposed personnel skills, credentials, experience, and full-time availability. The offeror shall provide a brief description of the plan to staff the Project. The offeror shall provide resumes for all key personnel. Resumes for key personnel shall be limited to two (2) pages per individual; however, resumes will not be included in the page count. As a minimum, required personnel resumes shall include the following:

- i. Name of key personnel person;
- ii. Proposed Labor Category;
- iii. Role/Responsibility;
- iv. Education (in reverse chronological order with attendance dates, degree(s)/certification(s) received, major field(s) of study); and,
- v. Relevant experience (in reverse chronological order with employer and title of position, starting and ending dates (month/year) and a concise description of experience related to the requirements of their proposed position).

(b) Past Performance Proposal Content – Volume II.

(1) The Contractor's Past Performance Proposal shall not be page limited and shall include documentation of a minimum of three (3) relevant and recent past and present contracts with commercial entities or performed for Federal, state, or local governments within the last three (3) years of similar scope, complexity, and magnitude. Documentation shall include the following information for each project:

- Agency or entity name
- Project or program title
- Contract number
- Contract type (i.e. firm fixed-price, labor-hour, etc.)
- Contract total value (\$)
- Contract start-completion dates
- Description of work performed
- Client point of contact (POC) information including e-mail address and telephone number

(2) Offerors must explain what aspects of the contracts identified are deemed relevant to the proposed effort, and may include a discussion of significant achievements, recognitions, and successes obtained in specific projects that are relevant to the SOW.

(3) Offerors are encouraged to provide points of contact who are willing to complete and return a past performance questionnaire that will be issued by the Contracting Officer. The Government intends to use the POCs as references to validate the accuracy of the past performance. Offerors must submit no less than three (3) valid references. Offerors that are submitting proposals under a Teaming Agreement or other similar prime contractor / sub-contractor teaming arrangement must also submit past performance information for the proposed sub-contractor(s).

(4) Offerors are advised that the government reserves the right to obtain information regarding other contracts or from other information sources not mentioned in the offeror's proposal but which are believed to be similar in scope, complexity, and magnitude to the proposed effort for this acquisition.

(c) Cost/Price/Business Proposal Content – Volume II.

(1) The offeror's Cost/Price/Business Proposal shall not be page limited and shall include the following information:

- Signed Offer (Solicitation, Offer and Award Form, Section A, blocks 12 through 18)
- Completed Pricing Schedule for the Base Period and All Options (Section B)
- Relevant fill-in clauses contained in Sections C through I
- Completed Representations and Certifications, and Business Declaration Form (Section K)

- Authorized Individuals – The offeror shall provide the name, title, telephone number, fax number, and e-mail address for the individual designated as the central point of contact for this proposal.
- Assumptions – The offeror may describe any assumptions used to develop the proposed prices.
- Cost or Pricing Data and/or Other Than Cost or Pricing Data to support the proposed pricing

(2) Offeror's Schedule B submitted for award consideration shall not include any proprietary markings (other than as required for procurement sensitive markings) or revisions, qualifications, or alterations to the bid schedule. Such markings, if not removed, may eliminate the offeror from further competition.

(3) Offeror's must provide contract line item pricing based on the unit price and total price for each line item.

(4) Offeror's must provide detailed cost and pricing data (or other than cost or pricing data) in accordance with Provision CLA.0110 (Price Proposal Requirements). Copies of recent DCAA or DCMA audits should be included if available.

L.7 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. The Contracting Officer will destroy all other copies.

L.8 PROPOSAL ACCEPTANCE

- (a) Only one proposal from each offeror shall be considered.
- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.
- (c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

L.9 PRICE PROPOSAL REQUIREMENTS (SEP 2007)

CLA. 0110

(a) Unless an exemption as described in AMS 3.2.2.3-39, Requirements for Cost or Pricing Data or Other Information—Modifications, is claimed and supported, the offeror is requested to provide cost and pricing data for each contract line item number (CLIN) summarized by contract period and also summarized at the total contract level. Cost and pricing data must be provided in sufficient detail for analysis and possible audit by the Defense Contract Audit Agency (DCAA). For purposes of this solicitation, cost and pricing data is defined in the Federal Aviation Administration (FAA) Acquisition Management System (AMS) Procurement Guidance at T3.2.3, Appendix D. The data submitted shall include, as a minimum, in spreadsheet format with the costs properly totaled and extended, the following:

- (i) Direct Labor Rates and Hours by Labor Category
- (ii) Labor Burden and Overhead Rates/Costs
- (iii) Direct Materials-Costs-Kinds, Quantities
- (iv) Material Overhead/Handling Charges
- (v) Other Direct Costs by Kinds and Quantities
- (vi) Corporate Overhead (General and Administrative Costs)
- (vii) Facilities Capital Cost of Money (If applicable)
- (viii) Profit/Fee

(b) For each of the above cost elements, the offeror shall provide the basis of the estimate, the estimating rationale, and methodology of the estimate to include projections from known factors to the estimates. The FAA is not governed by the Federal Acquisition Regulation (FAR); however the FAR may be used for guidance. Further details on submission of a cost proposal are contained in the FAR 15.408, Table 15-2.

(c) The contracting officer may require the offeror to submit subcontractor's cost or pricing data if it is considered necessary for adequately pricing the prime contract. If the subcontract effort is significant, (e.g., in excess of \$500,000 for each subcontractor and more than 10% of the prime contractor's proposed price) the offeror's cost submission must include the results of the offeror's review and evaluation of all subcontract proposals. This review and evaluation must address how the subcontractor's cost/prices were determined fair and reasonable by the offeror.

L.10 COST INFORMATION (JAN 1997)

CLA.0169

Offerors are requested to submit with their offer, in support of their price, man-hours, material costs, and any other recurring or non-recurring cost that will significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.

L.11 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997)

CLA.2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.12 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)

CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.13 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)

CLA.4551

- (a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.
- (b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.
- (c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.
- (d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.
- (e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.
- (f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.
- (g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

3.2.2.3-38 Requirements for Cost or Pricing Data or Other Information (July 2004)

Offerors (you) may submit certificates of current cost or pricing data (CCCPD) or you may request an exception to this requirement. Depending on the option you use, you must submit either the CCCPD shown in paragraph (e) of clause 3.2.2.3-39, "Requirements for Cost or Pricing Data or Information - Modifications" (the clause) or request an exception consistent with the information in the clause. Any information in the clause regarding the CCCPD or the exception that is relevant to an offer is incorporated into this provision.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of an indefinite delivery/requirements labor-hour type contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the

protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section I, Clause 3.1-1.

- 3.2.2.3-1 False Statements in Offers (July 2004)
- 3.2.2.3-6 Submittals in the English Language (July 2004)
- 3.2.2.3-7 Submittals in U.S. Currency (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)
- 3.2.2.3-17 Preparing Offers (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (July 2004)
- 3.2.2.3-19 Contract Award (July 2004)
- 3.6.2-7 Preaward On-Site Equal Opportunity Compliance Review (November 1997)
- 3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

PART IV – SECTION M – EVALUATION FACTORS FOR AWARD

M.1 SIR PROCESS OVERVIEW

(a) This SIR will solicit proposals on a competitive basis restricted to certified participants in the Small Business Administration's (SBA) 8(a) program.

(b) Upon receipt of proposals and following initial screening for responsiveness, the remaining responsive proposals will be assigned to the Government evaluation teams for evaluation. Technical Proposals will be evaluated by the Government Technical Evaluation Team, Past Performance Proposals will be evaluated by the Government Past Performance Evaluation Team, and the cost and pricing portions of the Cost/Price/Business Proposals will be evaluated by the Cost/Price Evaluation Team. Information from the different volumes being evaluated will not be shared between the Government evaluation teams in order that the evaluation of the specific, individual volumes will not be influenced by knowledge of the other volumes. An evaluated assessment will be made independently for each proposal of the merit presented by each proposal.

(c) Upon completion of the evaluation of the Technical Proposals, the Past Performance Proposals, and the Cost/Price/Business Proposals, the CO will assess the proposal risk and responsibility of each offeror. The CO will also serve as the Source Selection Official (SSO) for this procurement. From those evaluated proposals, the SSO will select for award the proposal that represents the "best value" to the Government.

M.2 BASIS FOR AWARD

(a) The Government will make an award of a contract to the responsible offeror whose proposal conforms to this SIR/RFO, is determined to be the most advantageous to the Government, and represents the best value to the Government in terms of technical merit, performance and proposal risk, and price (See AMS Clause 3.2.2.3-19 (April 1996) Contract Award).

(b) In determining which proposal represents the best overall value to the Government, the SSO will consider the results of the evaluation of proposals by the Government evaluation teams in regard to the Technical Evaluation Factors, Past Performance risk, cost realism and reasonableness, total evaluated price, and the CO's assessment of proposal risk.

(c) The SSO will consider technical merit to be more important than performance risk, performance risk to be more important than proposed price, and proposed price to be more important than proposal risk. The Government reserves the right to award to other than the lowest priced proposal. The best value selection decision will be made as further described in M.5.

M.3 INITIAL SCREENING PROCESS

(a) The Government will initially screen all proposals for responsiveness (timeliness, completeness and adequacy). Only those proposals determined to be responsive through the initial screening process will be forwarded to the evaluation team for further consideration.

M.3.1 TIMELINESS

(a) No proposal or part thereof will be accepted for consideration following the closing period for this solicitation.

M.3.2 COMPLETENESS

(a) Timely proposals will be reviewed for completeness. Each proposal package will be reviewed for the following:

- One (1) signed original proposal (complete Volumes I, II, and III)
- Four (4) copies of proposal (complete Volumes I, II, and III)

(b) Incomplete proposals may not receive further consideration.

M.3.3 ADEQUACY

(a) Complete proposals will be reviewed for adequacy, including proposal content and format as follows:

(1) Content:

- Completed Technical Proposal (Volume I)
- Completed Past Performance Proposal (Volume II)

- Completed Cost/Price/Business Proposal (Volume III)

(2) Format. Graphics are limited to a minimum font size of 10. Elaborate presentation techniques, including color, are neither required nor desired. Page counts do not include front matter such as table of contents, list of figures, divider tab sheets, glossary, or cover pages. Foldouts are counted as one page; however, excessive use of foldouts is discouraged. Attachments are included in page count. Double-side printing shall be counted as two (2) pages for each sheet.

(b) For the purposes of adequacy review, missing proposal information component(s) identified above and/or non-adherence to proposal format instructions, may be considered non-responsive. Proposals found by the CO to be non-responsive may not receive further consideration.

CAUTION: Evaluators will read only up to the page limits as specified in Section L. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

M.4 EVALUATION PROCESS

(a) All proposals remaining after the initial proposal screening process of M.3 will be evaluated, rated, and analyzed as described in this part. Offerors are advised that their proposal must address all areas.

M.4.1 EVALUATION CRITERIA

M.4.1.1 Evaluation Factors and Order of Importance

(a) The overall evaluation factors and sub-factors are shown as follows:

- (1) Factor 1: Experience.
- (2) Factor 2: Business Approach / Strategy
 - Sub-Factor 2.1: Program Management & Supervision
 - Sub-Factor 2.2: Administrative Services Expertise
- (3) Factor 3: Organizational Approach
 - Sub-Factor 3.1: Team Organization
 - Sub-Factor 3.2: Key Personnel / Resumes
- (4) Factor 4: Past Performance
 - Sub-Factor 4.1: Quality and Timeliness of Service
 - Sub-Factor 4.2: Cost Control
 - Sub-Factor 4.3: Business Relations – Effective Management
 - Sub-Factor 4.4: Customer Satisfaction
 - Sub-Factor 4.5: Integrity
- (5) Factor 5: Cost/Price
- (6) Factor 6: Proposal Risk

(b) The Factors are listed in descending order of importance. The Sub-Factors within Factors 2 and 3 are listed in descending order of importance. The Sub-Factors within Factor 4 are of equal importance.

M.4.1.2 Technical Evaluation Factors

(a) Each offeror's Technical Proposal will be evaluated and scored using the following Technical Evaluation Factors and Sub-Factors. The Factors and Sub-Factors are listed in descending order of importance:

- (1) Factor 1: Experience.
- (2) Factor 2: Business Approach / Strategy
 - Sub-Factor 2.1: Program Management & Supervision
 - Sub-Factor 2.2: Administrative Services Expertise
- (3) Factor 3: Organizational Approach
 - Sub-Factor 3.1: Team Organization

- Sub-Factor 3.2: Key Personnel / Resumes

(b) Any offeror whose Technical Proposal does not address all Technical Evaluation Factors and Sub-Factors will be considered ineligible for award.

M.4.1.3 Past Performance Evaluation and Performance Risk Assessment

(a) Each offeror's past performance will be evaluated and rated using the following Past Performance Evaluation Factor and Sub-Factors. The Sub-Factors are of equal importance:

- (1) Factor 4: Past Performance
 - Sub-Factor 4.1: Quality and Timeliness of Service
 - Sub-Factor 4.2: Cost Control
 - Sub-Factor 4.3: Business Relations – Effective Management
 - Sub-Factor 4.4: Customer Satisfaction
 - Sub-Factor 4.5: Integrity

(b) Questionnaires will be sent to the points of contact for the contracts and past performance information being assessed. The questionnaire will address performance in each of the above listed Sub-Factors.

(c) The Government will evaluate and assess the offeror's past performance record on a minimum of three (3) relevant and recent past and present contracts. A Performance Risk Assessment will result from the Government's level of confidence that the offeror will be able to successfully provide the support services to the Government in terms of scope of effort, tasks, and activities performed based on the offeror's past performance record.

M.4.1.4 Cost/Price Assessment and Evaluation

(a) The Government will confirm the accuracy of each offeror's total price calculation and assess the realism and reasonableness of the proposed costs for the unit prices in addition to assessing the total evaluated price for performing all services. The Government may make adjustments for any mathematical errors discovered in the price evaluation process. The total evaluated price will consist of the total of the Base Year period and Option Year periods One (1) through Four (4).

M.4.1.5 Proposal Risk Assessment

(a) A Proposal Risk Assessment will result from the Government's level of confidence in the offeror's proposed approach and any proposal weaknesses identified therein, and in consideration of the results of the Performance Risk Assessment, the Cost/Price Assessment, or any other aspect of the offeror's proposal that may result in the potential to cause disruption of schedule, increase in cost, or degradation of performance. This Proposal Risk Assessment will also include the considering the level of effort by the contractor and the anticipated level of Government monitoring in order to minimize any difficulties during contract performance as identified through the Government's evaluation of the proposal.

M.4.2 EVALUATION PROCEDURES

M.4.2.1 Rating Systems

M.4.2.1.1 Technical Evaluation Rating and Scoring

(a) An adjectival rating and correlated numerical scoring system will be used for each of the Technical Evaluation Factors and Sub-Factors as shown as follows:

| Adjectival | Correlated |
|----------------|------------------|
| <u>Rating</u> | <u>Numerical</u> |
| Excellent | 4.0 |
| Very Good | 3.0 |
| Satisfactory | 2.0 |
| Marginal | 1.0 |
| Unsatisfactory | 0.0 |

M.4.2.1.2 Past Performance Evaluation Rating

(a) Recency, relevancy, acceptability, and confidence level rating systems will be used for the assessment of Performance Risk as shown as follows:

(1) Recency Rating. The contracts and past performance information being assessed will be assigned adjectival ratings of "Recent" or "Not Recent." The contract efforts must be ongoing or must have been performed during the previous three (3) years from the date of issuance of this SIR to be assessed as being "Recent." Contract efforts assessed as being "Not Recent" will not be evaluated further.

(2) Relevancy Rating. The contracts and past performance information being assessed will be assigned relevancy ratings as shown as follows:

- Very Relevant: The recent contract performance efforts are essentially equivalent to the requirements of the SOW under this SIR and of equivalent magnitude and complexity.

- Relevant: The recent contract performance efforts are mostly similar to the requirements of the SOW under this SIR and of slightly less magnitude and complexity.

- Somewhat Relevant: The recent contract performance efforts are somewhat similar to the requirements of the SOW under this SIR and of significantly less magnitude and complexity.

- Not Relevant: The recent contract performance efforts are unrelated the requirements of the SOW under this SIR.

(3) Acceptability Rating. The contracts and past performance information being assessed will be assigned acceptability ratings as shown as follows:

- Highly Acceptable: The recent contract performance efforts significantly exceeded the contract minimum requirements.

- Satisfactorily Acceptable: The recent contract performance efforts met or surpassed the contract minimum requirements.

- Marginally Acceptable: The recent contract performance efforts met some but not all of the contract minimum requirements.

- Unacceptable: The recent contract performance efforts failed to meet a majority of the contract minimum requirements.

- Unknown/Neutral: No recent contract or past performance information exists.

(4) Confidence Level Rating. For all contracts and past performance information assessed as Recent and Relevant, and based upon the assigned Acceptability Rating, adjectival confidence level ratings will be assigned as shown as follows:

- High Confidence: The recent contract performance efforts indicate a high level of confidence in the offeror successfully performing and/or exceeding the requirements of the SOW under this SIR. Acceptability Ratings of "Satisfactorily Acceptable" or higher must be received for all Past Performance Sub-Factors.

- Moderate Confidence: The recent contract performance efforts indicate a moderate level of confidence in the offeror successfully performing the minimum requirements of the SOW under this SIR. Acceptability Ratings of "Satisfactorily Acceptable" must be received for all Past Performance Sub-Factors.

- Low Confidence: The recent contract performance efforts indicate a low level of confidence in the offeror successfully performing the minimum requirements of the SOW under this SIR. A majority of the Acceptability Ratings received for all Past Performance Sub-Factors include "Marginally Acceptable," "Unacceptable," or "Unknown/Neutral."

M.4.2.1.3 Proposal Risk Rating

(a) A confidence level rating system will be used for the assessment of Proposal Risk as shown as follows:

- Low Risk: The offeror's proposed approach, proposal strengths, past performance, and proposed cost/price indicate a low risk to the Government for the potential of disruption of schedule, increase in cost, degradation of performance, and increased contractor and Government monitoring to minimize any difficulties during contract performance.

- Moderate Risk: The offeror's proposed approach, proposal strengths and weaknesses, past performance, and proposed cost/price indicate a moderate risk to the Government for the potential of disruption of schedule, increase in cost, degradation of performance, and increased contractor and Government monitoring to minimize any difficulties during contract performance.

- High Risk: The offeror's proposed approach, proposal weaknesses, past performance, and proposed cost/price indicate a high and potentially unacceptable risk to the Government for the potential of disruption of schedule, increase in cost, degradation of performance, and increased contractor and Government monitoring to minimize any difficulties during contract performance.

M.4.2.2 Technical Proposal Evaluation

(a) Technical Proposals will be provided to the Technical Evaluation Team (TET), with the Past Performance Proposals and Cost/Price/Business Proposals being retained by the CO in order that the evaluation of the Technical Proposals will not be influenced by knowledge of the related past performance or cost/pricing information. An evaluated assessment will be made independently for each proposal of the technical merit presented by each Technical Proposal.

(b) The technical evaluation will be based solely on the Technical Evaluation Factors and Sub-Factors stated in Section M.4.1.1 of this SIR. The offeror must be capable of successfully performing the tasks identified in the SOW under this SIR or will be subject to disqualification from consideration for award. In conducting the technical evaluation, the TET will evaluate only the information contained in the offeror's Technical Proposal. Therefore, the burden is on the offeror to provide a complete and thorough proposal.

(c) The TET evaluation will identify the strengths and weaknesses contained within the Technical Proposal to determine the overall technical merit of the Technical Proposal. The TET will also identify any perceived risks contained in the Technical Proposal.

M.4.2.3 Past Performance Evaluation and Performance Risk Assessment

(a) Past Performance Proposals will be provided to the Past Performance Evaluation Team (PPET), with the Technical Proposals and Cost/Price/Business Proposals being retained by the CO in order that the evaluation of the Past Performance Proposals will not be influenced by knowledge of the related technical or cost/pricing information. An evaluated assessment will be made independently for each proposal of the performance risk presented by each Past Performance Proposal.

(b) The past performance evaluation will be based solely on the Past Performance Factor and Sub-Factors stated in Section M.4.1.1 of this SIR. In conducting the past performance evaluation, the PPET will evaluate the offeror's achievements, recognitions, and successes obtained in specific projects that are recent and relevant to the SOW under this SIR. In addition, the PPET may use past performance information obtained from other sources such as on-line contractor performance appraisal reporting systems available to the Government as well as other sources or informational databases.

(c) The PPET evaluation will assess the recency, relevancy, acceptability, and confidence level of the past performance information to determine the overall performance risk assessment of the Past Performance Proposal.

M.4.2.4 Cost/Price/Business Proposal Evaluation

(a) The Cost/Price/Business proposals will be provided to Cost/Price Evaluation Team (CPET), with the Technical Proposals and Past Performance Proposals being retained by the CO in order that the evaluation of the Cost/Price/Business Proposals will not be influenced by knowledge of the related technical or past performance information. An evaluated assessment will be made independently for each proposal of the cost/pricing presented by each Cost/Price/Business Proposal.

(b) The cost/pricing evaluation will be based solely on the Cost/Price Factor stated in Section M.4.1.1 of this SIR. In conducting the cost/price evaluation, the CPET will evaluate only the information contained in the offeror's Cost/Price/Business Proposal. Therefore, the burden is on the offeror to provide a complete and thorough proposal in support of the proposed costs and pricing. In addition, the CPET will use the Independent Government Cost Estimate (IGCE), historical pricing information from recent similar contracts, and on-line pricing indices available to the Government as well as other sources or pricing databases.

(c) The CPET evaluation will assess the cost realism and reasonableness for the cost/pricing presented in each Cost/Price/Business Proposal. Cost realism and reasonableness will be assessed through an analysis of the offeror's supporting cost/pricing information and a comparative evaluation of the proposed unit pricing and total pricing using the IGCE, historical pricing, pricing indices, or other available sources of pricing information.

M.4.2.5 Proposal Risk Assessment

(a) Upon completion of the Technical Proposal evaluations, the Performance Risk Assessments, and the Cost/Price/Business Proposal evaluations, the CO will meet with the Government evaluation teams to assess Proposal Risk. Proposal Risk will be assessed by considering the offeror's proposed approach, the proposal strengths and weaknesses, the proposal uncertainties identified, the offeror's cost proposal, or any other aspect of the offeror's proposal that may result in the

potential to cause disruption of schedule, increase in cost, degradation of performance, or increase in contractor and Government monitoring to minimize any difficulties during contract performance.

M.4.3 DISCUSSIONS

(a) After evaluating written proposals, the Government may (or may not) conduct written or oral discussions with all, or a limited number of the offerors. The Government in the evaluation and source selection decision may consider information obtained during discussions, whether or not it is reduced to written material.

(b) It is also very possible that discussions will not take place and award of the Contract will be made without discussions. Offerors should therefore submit their best technical and pricing proposals in their initial proposal submittal.

M.5 BEST VALUE SELECTION DECISION

(a) The SSO will select for contract award the offeror's proposal that in the judgment of the SSO provides the best value to the Government in consideration of the technical merit, performance risk, proposal risk, and cost/price of the competing proposals.

(b) The Government reserves the right to award the contract to an offeror submitting other than the lowest priced proposal. The evaluation results of the Technical Evaluation Factors and Past Performance Risk Assessment are of significantly more importance than cost/price in determining the best value to the Government; however, cost/price will contribute substantially to the selection decision. A higher priced proposal may be selected for award where the technical merit value and performance and/or proposal risk of the selected proposal is deemed by the SSO to be worth the price differential to the Government, or where a lower priced proposal is deemed by the SSO to present lower technical merit and/or higher performance and/or proposal risk concerns in accomplishing the contract requirements successfully.

M.6 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007)

CLA.0250

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section I, Clause 3.1-1.

3.2.4-31 Evaluation of Options (April 1996)

STATEMENT OF WORK
Financial Support Services Contract
October 21, 2009

C.1 GENERAL

C.1.1 Background: The Enterprise Services Center was designated by OMB as one of four federal shared service providers for financial management within the Government. As a result, all federal agencies have been instructed to transition their accounting services to one of the four designated providers. Currently, we provide financial management services for the entire Department of Transportation (DOT) as well as five non-DOT agencies. As a result of this designation, we are constantly competing for new business and we must stay competitive in order to retain our existing business. The purpose of this contract is to allow our organization the flexibility to provide financial support services in an ever changing environment.

C.2 DEFINITIONS/ACRONYMS

The following definitions and acronyms are provided:

AMS – FAA’s Acquisition Management System

AMZ – Office of Operational Services – The office requesting this contract and where the work will be accomplished.

CO – Contracting Officer – the FAA Contracting Officer assigned to this contract.

COTR – Contracting Officer’s Technical Representative – The Government employee assigned by the CO in writing who is delegated certain responsibilities for day-to-day technical administration of the contract.

DOT – Department of Transportation

DPM – Deputy Program Manager – acts as Program Manager in his/her absence and assists the PM with day-to-day oversight of the contract.

ESC – Enterprise Services Center

FAA – Federal Aviation Administration

OFM – Office of Financial Management

OMB – Office of Management and Budget

PM – Program Manager – onsite contract supervisor responsible for overseeing the entire contract on a daily basis.

SOW – Statement of Work

C.3 SCOPE

C.3.1 General: The Contractor shall provide all personnel, management, supervision, and other items or services necessary to perform financial support related to administrative and accounting services as identified in the statement of work below. The Contractor shall be responsible for all onsite management of this contract.

C.3.2 Work Site and Hours of Work: The Contractor shall establish working hours consistent with the Mike Monroney Aeronautical Center where the work is performed.

C.3.2.1 The Contractor shall work within the constraints of flextime as practiced in the Office of Operational Services (AMZ) providing services from Monday – Friday during the operating hours of 0600-1800. Project requirements may dictate work to be performed at times and/or days other than those prescribed. Under these circumstances, the work shall be performed as directed by the CO or COTR. The Contractor shall be given, if possible, advance notice when circumstances dictate work to be performed at other than those prescribed. This may include work be performed during weekends and/or evenings in order to accommodate customer requirements. As such, work schedules shall be staggered to complete a forty (40) hour workweek, Monday through Sunday, to accommodate these activities. Additionally, certain positions may require fixed shifts that fall outside the normal hours of 0600-1800. These positions will be identified to the Contractor in advance. Hours in excess of 40 hours are considered premium hours and must be approved by the CO to cover unforeseen workload increase or other unanticipated workload surges.

C.3.2.2 The Government has the right to request overtime on a case-by-case basis. It is the Contractor's decision to work in instances where the Center Director has granted administrative leave to FAA Government employees because of severe weather, yet the work site remains open. Should the Contractor elect not to work under that circumstance based on company policy or if the FAA facility is closed due to severe weather or other unexpected situations, the FAA will not be billed for the time not worked. The Contractor shall obtain approval from the COTR or CO for work hours outside these parameters.

C.3.2.3 The principal work site will be located at the Mike Monroney Aeronautical Center, 6500 South MacArthur Blvd, Oklahoma City, Oklahoma.

C.3.2.4 The Government observes only the holidays listed below:

| | |
|-----------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr's Birthday | Columbus Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

Any other day designated by Federal Statue, Executive Order, or by Presidential proclamation.

When any such days falls on a Saturday, the proceeding Friday is observed and when any such days falls on Sunday, the following Monday is observed. The Contractor will not generally be required to work on Federal holidays. The Contractor will not be paid for days not worked.

C.3.3 Labor Distribution Reporting: Because we are a fee for service organization, it is imperative that we track our costs. Since contract labor makes up a significant portion of our labor costs, Contractors will be required to record the number of hours worked per project/task in

a web-based contract labor reporting tool. This tool is provided by the government and will be recorded based on project and task information only.

C.3.4 Travel: The Contractor may be required to travel in management of the contract, for formal FAA Specific training, and/or performance of work under the contract. The Contractor is responsible for arranging all required travel. The provisions of the Federal Travel Regulations as prescribed and issued by the General Services Administration will be used for establishing allowable reimbursement costs for travel.

C.3.5 Training: The Contractor shall provide fully trained employees, and shall have an ongoing training program, and shall be responsible for Contractor employees acquiring the knowledge and skills necessary to support new technology. When advantageous to the Government, training may be provided by the Government at no cost to the Contractor if the training course is not commercially available and falls into one of the following categories:

C.3.5.1 **Unique to the FAA**: The Government is providing training exclusively for tasks that are required to be performed at FAA facilities. In these instances, the FAA will pay direct hourly charges associated with the number of hours spent in training; or

C.3.5.2 **Directed/Mandated by the Government**: The class is directed/mandated by Government regulation, FAA Administrator (AOA-1), or an FAA Security Element.

Prior to attending any FAA-sponsored training, all support Contractors are required to submit the "Support Contractor Authorization – FAA Sponsored Training" form to the COTR with final approval by the CO. Reimbursement of Government-paid training costs will be required if a Contractor employee does not remain in the position for a year from the date of training.

C.3.6 Office Furnishing/Equipment/Supplies/Services: The Government will provide the Contractor office space, furnishings, equipment, and supplies for all Contractor personnel assigned at field offices. Use of Government information systems and internal mail distribution systems will be provided to the extent that contract performance requires their use. Systems must not be used for Contractor or individual employee purposes. Contractor personnel may use available initial emergency medical services and concessions located in Government facilities. The Government will not provide office space/furnishings/equipment/supplies for Contractor personnel not located at a field office (i.e., located at the Contractor's facilities).

C.3.7 Misuse of FAA Computer Network: The Contractor must adhere to all FAA intranet, internet, and network policies and orders. Misuse of FAA provided computer equipment and/or computer networks by contract personnel will not be tolerated and will result in a determination by the CO/FAA Management as to appropriate corrective action for each infraction. All contract personnel using FAA computer resources or accessing the FAA network shall agree to the "Rules of Behavior" prior to receiving requested access. Depending upon the nature and severity of the infraction, corrective actions can range from loss of privileges (i.e., loss of access to the internet and FAA e-mail) to removal from support under this contract. Further, these determinations are not subject to appeal. Additionally, these provisions do not preclude the imposition of any applicable civil or criminal penalty resultant from an infraction.

C.3.8 FAA Unique Requirements: These requirements may be unique to the FAA, but they are applicable to all positions under this statement of work. Individuals are required to possess computer literacy in electronic file management, typical office Windows software applications such as word processing, spreadsheet, database management, electronic mail, and explorer software to access/utilize the Internet, and possess the ability to archive data on multiple types of electronic media.

C.3.9 Communications Skills: Contractor personnel should be able to effectively communicate with other individuals at all levels within organizations and with differing economic, social, cultural or educational backgrounds. They should have skill in oral and written communications and ability to exercise tact in dealing with others in a courteous and diplomatic manner.

C.3.10 Minimum Experience/Education Requirements: All personnel employed in support of this contract are required to meet specified minimum experience and/or education requirements for their respective position, as described in this statement of work. Such minimums are specified for each labor category, and the FAA reserves the right to review the qualifications of each proposed support personnel under this contract to ensure all stated minimum qualifications established for the position are met for the position designated in the task. The Contractor shall, in advance of employees reporting to the work site, furnish to the CO, one summary résumé for each position to be filled or replaced on the respective task; giving the proposed employees' education/training, experience, skill levels, affiliations and other characteristics that relate to requirements/qualifications of the work to be done on the task order. The Contractor shall provide any and all factual data (dates, certification, etc.) to the CO with submission of each employee's resume. Any qualification information questioned or requiring verification will be identified to the Contractor for action and resubmission. Concurrence of the CO is required for employees to work during verification or revision of their qualification resume. The CO or COTR will identify to the PM any qualifications requiring verification or questioned for action or resubmission. The CO may hold negotiations with the Contractor after receipt of the response to a task request and the Contractor's proposed personnel submission(s). **The minimum experience and/or education requirements for all key personnel shall be submitted with the initial proposal.**

C.3.11 Removal of Contractor Personnel: The Government may withdraw a previously issued approval or assignment of Contractor personnel to this contract and request that the individual be removed from the contract based upon the individual not meeting Government expectations or requirements for personal, professional, or performance standards.

C.3.12 The CO may, at any time, request the Contractor to either increase or decrease the numbers of assigned Contractor employees in any particular contract labor category, or assigned to the contract as a whole. Funding availability changes in workload levels or changes in workload technical requirements may cause such changes. Exhibit 1 of the SOW displays the estimated levels of support that may be required at the beginning of contract performance. However, levels of support and skills to be used may be changed any time during contract performance. This information does not constitute a guarantee to the Contractor that these levels of Contractor personnel will be ordered during the life of this contract.

C.3.13 Requirements

C.3.13.1 Task I – General Clerks

Tasks for General Clerks I, II, and III are as follows:

- File various accounting documents
- Provide telephone coverage
- Review incoming mail
- Distribute mail
- Make copies
- As the level of the Clerk increases, train incoming Clerks
- Interpret guidance and convey to other clerks
- Problem solve routine issues

C.3.13.2 Task II – Accounting Clerks

Tasks for Accounting Clerk II and III are as follows:

- Examination, classification, recording, and processing of financial transactions, commitments, obligations, accruals, and payments for services, supplies, and materials
- Obtain, process, and record accounting documents
- Assist in interpreting pertinent laws and administrative regulations
- Problem solve issues at lowest level possible
- As the level of the Accounting Clerk increases, train incoming Accounting Clerks

C.3.13.3 Task III – Accountants

Tasks for Accountants I and II are as follows:

- Maintain accounting operations for accounts payable and/or accounts receivable activity, collections, transfers of costs, and adjustments
- Identify and analyze problems that may occur in the processing of recording transactions
- Collect and analyze data by applying accounting policies and procedures to record routine transactions
- Reconcile general ledgers
- Review transactions posted by Accounting Clerks and recommend changes as necessary to ensure proper accounting and reporting of funds
- Assist and/or prepare routine and/or special reports on a monthly, quarterly, and yearly basis on a national level
- Prepare warrants for submission to US Treasury
- Monitor appropriations and analyze financial transactions to ensure data is correct and compliant with regulations

-As the level of Accountant increases, provide written explanation to auditors, management, program managers, and others who review the statements concerning the complex data contained in the reports

C.3.13.4 Task IV – Site Supervisors

Tasks for Site Supervisors I and II are as follows:

- Provide onsite day-to-day supervision of contract employees
- Serve as liaison between CO/COTR and contract employees
- Submit requests to COTR for overtime, property, and supplies
- Ensure workload is evenly distributed among contract employees
- As level of Site Supervisor increases, may be required to backfill behind Deputy Program Director in his/her absence

C.3.14 Skill Categories

Employee Labor Categories – The Contractor shall provide employees for the specified categories of labor identified below. The Contractor shall fill vacancies within 14 working days after the vacancies occur.

General Clerk

General Clerk I – The Contractor personnel will perform filing of various documents for accounting. Follows a few clearly detailed office procedures in performing simple repetitive tasks in the same sequence, such as filing pre-coded documents in a chronological file, operating office equipment, and answering phones. The Contractor personnel must possess 3-6 months of general office experience and be proficient in Microsoft Word and Microsoft Excel and have a High School Diploma or equivalent.

General Clerk II – Follows a number of specific procedures in completing several repetitive clerical steps performed in a prescribed or slightly varied sequence, such as coding and filing documents in an extensive alphabetical file, simple posting to individual accounts, opening mail, and calculating and posting charges to departmental accounts. Little or no subject-matter knowledge is required, but the clerk needs to choose the proper office procedure for each task. The Contractor personnel must possess 6-9 months of general office experience and be proficient in Microsoft Word and Microsoft Excel and have a High School Diploma or equivalent.

General Clerk III – Work requires familiarity with the terminology of the Office of Operational Services (AMZ) organization. Selects appropriate methods from a wide variety of procedures or makes simple adaptations and interpretations of a limited number of substantive guides and manuals. The clerical steps often vary in type or sequence depending on the task. Recognized problems are referred to others. The Contractor personnel must possess at least 12 months of general office experience and be proficient in Microsoft Word and Microsoft Excel and have a High School Diploma or equivalent.

Accounting Clerk

Accounting Clerk II – The Contractor personnel will obtain or receive, process and record various accounting documents into the departmental accounting system (DELPHI), and distribute various supporting information about these transaction to the various customer accounting offices. Principal duties and responsibilities consist of the following: examination, classification, recording and processing of financial transactions commitments, obligations, accruals and payment for services, supplies and materials commonly required to support our customers. Will reconcile chargebacks; print reconciliation reports and ensure items are corrected; reconciles and works Accounts Receivable aging, Treasury offsets, and write offs; as well as establishes, reconciles, and bills various reimbursable agreements. The Contractor personnel must have a High School Diploma or equivalent and at least one (1) year of experience with processing various Accounts Payable and Accounts Receivable transactions (including invoices and processing receipts).

Accounting Clerk III – Responsibilities consist of examination, classification, recording and processing of financial transaction commitments, obligations, accruals, and payment for services, supplies and materials. Examines supporting documentation for financial transactions for assurance that the transactions are legal and in compliance with all pertinent laws and administrative regulations. Will provide technical guidance and may act as a lead to lower level accounting technicians on various issues related to Accounts Payables or Accounts Receivable transactions. The Contractor personnel must have a High School Diploma or equivalent and three (3) years of experience processing accounts payable and accounts receivable transactions, posting journal entries, researching problems, and clearing reconciliations.

General Accountant

Accountant I – Provides financial administrative support for maintaining accounting operations for account receivable activity, collections, transfers of costs, and adjustments. Identifies and analyzes problems that may occur in the ongoing processing of recording transactions in the accounting system. Collects and analyzes data, applying policies and procedures to record routine transactions. Reconciles general ledgers and reviews transactions posted by the technicians and recommends necessary changes to ensure proper accounting and reporting of funds. Assists and prepares routine and special reports on a monthly, quarterly, and yearly basis. Prepares monthly, quarterly, and annual financial reports. Provides financial administrative support for maintaining accounting operations for Accounts Receivable activity, collections, and transfers of cost and adjustments. Prepares Treasury warrants for submission to the US Treasury as prescribed by public law. Monitors appropriations and analyzes financial transactions to ensure financial data is reported accurately and compliance with regulations. The individual may prepare a portion of the financial statements of an agency with a large and complex set of books for inclusion in the overall statements. Potential workforce must meet one or more of the qualifications: Certification as a Certified Public Accountant or Certified Internal Auditor; one year (18 semester hours) of graduate-level education in accounting; completion of an undergraduate degree in accounting; or completion of 24 semester hours in accounting plus one year experience as a professional accountant.

Accountant II – The Contractor personnel prepares monthly, quarterly, and annual financial reports on a national level which are submitted to the DOT, OMB, and OFM. Analyzes and reconciles General Ledger accounts for accurate reporting involving the resolution of problems relating to all aspects of accounting (i.e., payables, payroll, receivables, and the financial system). Prepares auditable financial statements based on the Generally Accepted Accounting Principles and guidance received from Treasury, OMB, and OFM. Must interpret regulations and/or adapt regulations to meet reporting requirements and various system limitations. Provides written explanation to auditors, management, program managers, and others reviewing the statements concerning the complex data contained in the reports. Identifies and analyzes problems that may occur in the processing and recording of transactions in the financial system and various interfaces. Potential workforce must meet one or more of the following qualifications: Certification as a Certified Public Accountant or Certified Internal Auditor and one year of experience as a professional accountant; one year (18 semester hours) of graduate-level education in accounting plus one year of experience as a professional accountant; completion of an undergraduate degree in accounting plus one year of experience as a professional accountant; or completion of 24 semester hours in accounting plus 2 years of experience as a professional accountant.

C.4 KEY PERSONNEL

C.4.1 Site/Task Supervision I and II

C.4.1.1 The Contractor is responsible for providing adequate supervision of its employees. The office will require one full-time site supervisor for every 20-30 contract employees. The Contractor shall provide to the contracting officer within 30 days of contract award and at least every 30 days thereafter a report showing all employees under contract and chain of supervision. The Site Supervisor will be responsible for all quality assurance as specified in the quality assurance plan. The Site Supervisor is the point of contact between the Contractor and the FAA COTR (Full Time Site Supervisors are considered to be Key Personnel in accordance with AMS 3.8.2-17).

Site/Task Supervisor I monitors and supervises the day-to-day work of the Contractor employees. Provides guidance and direction to employees regarding work activities. Directs a staff of accountants, accounting technicians, and general clerks to assure workload is distributed to ensure organizational requirements are met.

Site/Task Supervisor II monitors and supervises the day-to-day work of the Contractor employees. Provides guidance and direction to employees regarding work activities. Directs a staff of accountants, accounting technicians, and general clerks to assure workload is distributed to ensure organizational requirements are met. Level II Site Supervisors have at least 1 year of experience at the Level I level and may be required to manage more complex tasks and/or number of personnel.

C.4.1.2 Personnel Qualifications: All full-time Site Supervisors shall, as a minimum, have a Bachelor's Degree, have successfully completed 24 hours of college level management or

business courses, and possess one year of managerial experience in private industry or the Government.

C.4.2 Program Management

C.4.2.1 The Contractor shall assign a full-time Program Manager (PM) and Deputy Program Manager (DPM) to manage the contract onsite. The PM and the DPM are considered Key Personnel as addressed in AMS 3.8.2-17.

C.4.2.2 Personnel Qualifications: The PM and the DPM shall, as a minimum, have a Bachelor's Degree, have successfully completed 24 hours of college level management or business courses, and have a minimum of 5 years of program management experience within the last 5 years with service contracts that are of comparable scope and dollar value to this requirement. Additionally, the PM must have at least 1 year of experience at the DPM level.

C.4.2.3 Program Manager (PM) Job Description: Acts as overall lead, manager, and administrator for the contract effort. Serves as the primary interface and point of contact with government program authorities and representatives on technical and administrative issues. Supervises contract operations by developing internal procedures, processes, and guidelines to ensure contract needs are met. Manages and controls financial and administrative aspects of the contract to ensure requirements are met.

C.4.2.4 Deputy Program Manager (DPM) Job Description: Acts as a lead, manager, and administrator for the contract effort. Serves as an interface and point of contact with government program authorities and representatives on technical and administrative issues. Assists the PM in supervising day to day contract operations to ensure contract needs are met. Manages and controls financial and administrative aspects of the contract to ensure requirements are met.

C.5 QUALITY CONTROL PROGRAM

C.5.1 The Contractor shall establish and maintain a Quality Control Plan to ensure the requirements of this contract are provided as specified. The Contractor shall provide a Quality Control Plan describing the inspection system for the requested services listed in the SOW. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The written Quality Control Plan shall be required when proposals are submitted. The CO will notify the Contractor of acceptance or required modifications to the Plan. The Contractor shall make appropriate modifications (at no additional cost to the Government) and obtain acceptance of the revised Plan by the CO within 45 days after contract award. The Plan shall be updated as changes occur and shall be submitted for review and acceptance by the CO.

C.6 QUALITY ASSURANCE

C.6.1 The Government will monitor and evaluate the Contractor's performance under this contract. When an observance indicates defective performance, the COTR will notify the CO and the Contractor. Any action taken by the CO as a result of surveillance will be according to

the terms of this contract. Any matter concerning a change to the scope, prices, terms, or conditions of this contract shall be referred to the CO. The services to be performed by the Contractor during the period of this contract, at all times and places, are subject to review by the CO and/or authorized representative(s). Other Government personnel may from time-to-time observe Contractor operations. These personnel will not interfere with Contractor performance.

C.7 ORIENTATION PLAN

C.7.1 To ensure a smooth transition in the change of work effort from the current contract, the Contractor shall begin the 30-day orientation period (Phase-In) as required by the solicitation/contract. The purpose of this orientation is to: (1) Observe work accomplished by current employees; (2) Complete personnel requirements (workforce) including the hiring of personnel to assure satisfactory performance beginning on the contract start date. Soliciting personnel for employment during duty hours is prohibited unless interview arrangements are made through the contracting and personnel offices; (3) Obtain security clearances, if required; (4) Complete training requirements and accomplish necessary training of Contractor employees; (5) Complete the development of necessary work plans/procedures; (6) Complete the development of quality control plans and procedures; and (7) Include this orientation period in the Phase-In schedule presented to the Government.

C.8 PHASE-IN

C.8.1 The period from the effective date of the contract for a period of 30 days will be the Phase-In portion of the contract. The Contractor will use that time for staffing positions and implementing those operating procedures under the contract described in the required Orientation Plan. The Contractor shall be allowed access to the facilities to familiarize supervisors, key personnel, and staff with equipment, reporting, work scheduling, and procedures. However, such access will not interfere with the production efforts of current contract personnel. To preclude such interference, arrangements for access to the Government facilities will be made with the CO.

C.9 PHASE-OUT

C-9.1 Should the FAA award a follow-on contract to this contract, the Contractor agrees to cooperate with the FAA and the follow-on Contractor to ensure a smooth transition to the new contract. During the Phase-Out familiarization period, the incumbent shall be fully responsible for all current task order services. In the event the follow-on contract is awarded to other than the incumbent, the incumbent Contractor shall cooperate to the extent required to permit an orderly change over to the successful Contractor. With regard to the successor Contractor's access to incumbent employees, a recruitment notice may be placed in each facility. At the conclusion of any performance period, including option periods or extensions, the services provided under this contract may be awarded to another Contractor. The Contractor in place shall be required to assist in the Phase-In activities.

C.10 DELIVERABLES

| Deliverable and Performance Objectives | SOW Reference | Performance Threshold | Method of Surveillance |
|---|----------------------|------------------------------|--|
| 1. The Contractor shall provide a Quality Control Plan at time of Proposal and an updated plan 45 days from the date of contract award. | C-5 | 100% Compliance | Technical Evaluation/ COTR Monitoring |
| 2. The Contractor shall provide a Contract Employee Roster 30 days from the date of contract award and monthly thereafter. | C-4.1 | 100% Compliance | COTR Monitoring |

C.10.1 Data Requirements: The Contractor shall also provide various reports and data as prescribed by any Contract Data Requirements List (CDRL) that may be attached to this document.

Exhibit 1**Financial Services Support - Estimated Number of Hours**

| <u>Skill Level</u> | <u>Base Year</u> | <u>Option 1</u> | <u>Option 2</u> | <u>Option 3</u> | <u>Option 4</u> |
|------------------------------------|----------------------|---------------------|---------------------|---------------------|---------------------|
| Program Manager | 1840 | 1840 | 1840 | 1840 | 1840 |
| Dept Program Mgr | 1840 | 1840 | 1840 | 1840 | 1840 |
| Accountant I- Regular Hours | 49878 | 52372 | 54991 | 57741 | 60628 |
| Over Time | 499 | 524 | 550 | 578 | 607 |
| Accountant II - Regular Hours | 41220 | 43281 | 45445 | 47717 | 50103 |
| Over Time | 412 | 433 | 455 | 478 | 502 |
| Accounting Clerk II Regular Hours | 295976 | 310775 | 326314 | 342630 | 359762 |
| Over Time | 2960 | 3108 | 3263 | 3426 | 3597 |
| Accounting Clerk III – Regular Hrs | 20919 | 21965 | 23063 | 24216 | 25427 |
| Over Time | 209 | 219 | 230 | 242 | 254 |
| General Clerk I - Regular Hours | 5760 | 6048 | 6350 | 6668 | 7001 |
| Over Time | 58 | 61 | 64 | 67 | 70 |
| General Clerk II - Regular Hours | 1920 | 2016 | 2117 | 2223 | 2334 |
| Over Time | 20 | 21 | 22 | 23 | 24 |
| General Clerk III - Regular Hours | 11520 | 12096 | 12701 | 13336 | 14003 |
| Over Time | 115 | 121 | 127 | 133 | 140 |
| Task Supervisor I | 8348 | 8765 | 9204 | 9664 | 10147 |
| Task Supervisor II | 8348 | 8765 | 9204 | 9664 | 10147 |
| Total | 451842 | 474250 | 497780 | 522486 | 548426 |

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|--|--|-------------------------------------|
| REGISTER OF WAGE DETERMINATIONS UNDER | | U.S. DEPARTMENT OF LABOR |
| THE SERVICE CONTRACT ACT | | EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor | | WAGE AND HOUR DIVISION |
| | | WASHINGTON D.C. 20210 |

| | | |
|--------------------|--|-----------------------------------|
| | | Wage Determination No.: 2005-2432 |
| Shirley F. Ebbesen | | Revision No.: 10 |
| Director | | Date Of Revision: 10/05/2009 |

State: Oklahoma

Area: Oklahoma Counties of Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 12.59 |
| 01012 - Accounting Clerk II | | 14.13 |
| 01013 - Accounting Clerk III | | 18.28 |
| 01020 - Administrative Assistant | | 20.53 |
| 01040 - Court Reporter | | 18.46 |
| 01051 - Data Entry Operator I | | 10.62 |
| 01052 - Data Entry Operator II | | 11.59 |
| 01060 - Dispatcher, Motor Vehicle | | 15.86 |
| 01070 - Document Preparation Clerk | | 13.46 |
| 01090 - Duplicating Machine Operator | | 13.46 |
| 01111 - General Clerk I | | 12.19 |
| 01112 - General Clerk II | | 13.30 |
| 01113 - General Clerk III | | 18.00 |
| 01120 - Housing Referral Assistant | | 18.77 |
| 01141 - Messenger Courier | | 10.32 |
| 01191 - Order Clerk I | | 11.55 |
| 01192 - Order Clerk II | | 14.08 |
| 01261 - Personnel Assistant (Employment) I | | 14.04 |
| 01262 - Personnel Assistant (Employment) II | | 15.86 |
| 01263 - Personnel Assistant (Employment) III | | 17.79 |
| 01270 - Production Control Clerk | | 19.05 |
| 01280 - Receptionist | | 11.80 |
| 01290 - Rental Clerk | | 14.04 |
| 01300 - Scheduler, Maintenance | | 14.04 |
| 01311 - Secretary I | | 14.04 |
| 01312 - Secretary II | | 16.20 |
| 01313 - Secretary III | | 18.77 |
| 01320 - Service Order Dispatcher | | 14.00 |
| 01410 - Supply Technician | | 20.53 |
| 01420 - Survey Worker | | 15.86 |
| 01531 - Travel Clerk I | | 12.10 |
| 01532 - Travel Clerk II | | 12.87 |
| 01533 - Travel Clerk III | | 13.49 |
| 01611 - Word Processor I | | 12.51 |
| 01612 - Word Processor II | | 14.04 |
| 01613 - Word Processor III | | 15.80 |
| 05000 - Automotive Service Occupations | | |
| 05005 - Automobile Body Repairer, Fiberglass | | 16.49 |
| 05010 - Automotive Electrician | | 17.24 |

| | |
|--|-------|
| 05040 - Automotive Glass Installer | 16.31 |
| 05070 - Automotive Worker | 14.84 |
| 05110 - Mobile Equipment Servicer | 13.22 |
| 05130 - Motor Equipment Metal Mechanic | 16.49 |
| 05160 - Motor Equipment Metal Worker | 14.84 |
| 05190 - Motor Vehicle Mechanic | 16.49 |
| 05220 - Motor Vehicle Mechanic Helper | 12.63 |
| 05250 - Motor Vehicle Upholstery Worker | 14.03 |
| 05280 - Motor Vehicle Wrecker | 14.84 |
| 05310 - Painter, Automotive | 15.67 |
| 05340 - Radiator Repair Specialist | 14.84 |
| 05370 - Tire Repairer | 12.12 |
| 05400 - Transmission Repair Specialist | 16.49 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 9.57 |
| 07041 - Cook I | 8.31 |
| 07042 - Cook II | 10.01 |
| 07070 - Dishwasher | 7.41 |
| 07130 - Food Service Worker | 7.66 |
| 07210 - Meat Cutter | 12.99 |
| 07260 - Waiter/Waitress | 7.51 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 14.86 |
| 09040 - Furniture Handler | 10.36 |
| 09080 - Furniture Refinisher | 14.86 |
| 09090 - Furniture Refinisher Helper | 11.75 |
| 09110 - Furniture Repairer, Minor | 13.31 |
| 09130 - Upholsterer | 14.86 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 10.50 |
| 11060 - Elevator Operator | 9.23 |
| 11090 - Gardener | 11.66 |
| 11122 - Housekeeping Aide | 10.19 |
| 11150 - Janitor | 10.19 |
| 11210 - Laborer, Grounds Maintenance | 9.80 |
| 11240 - Maid or Houseman | 7.84 |
| 11260 - Pruner | 9.23 |
| 11270 - Tractor Operator | 10.94 |
| 11330 - Trail Maintenance Worker | 9.80 |
| 11360 - Window Cleaner | 10.30 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 12.92 |
| 12011 - Breath Alcohol Technician | 16.67 |
| 12012 - Certified Occupational Therapist Assistant | 24.11 |
| 12015 - Certified Physical Therapist Assistant | 19.04 |
| 12020 - Dental Assistant | 13.67 |
| 12025 - Dental Hygienist | 29.89 |
| 12030 - EKG Technician | 20.95 |
| 12035 - Electroneurodiagnostic Technologist | 20.95 |
| 12040 - Emergency Medical Technician | 12.92 |
| 12071 - Licensed Practical Nurse I | 14.90 |
| 12072 - Licensed Practical Nurse II | 16.67 |
| 12073 - Licensed Practical Nurse III | 18.59 |
| 12100 - Medical Assistant | 12.15 |
| 12130 - Medical Laboratory Technician | 15.73 |
| 12160 - Medical Record Clerk | 13.18 |
| 12190 - Medical Record Technician | 14.89 |
| 12195 - Medical Transcriptionist | 11.89 |
| 12210 - Nuclear Medicine Technologist | 32.13 |
| 12221 - Nursing Assistant I | 9.28 |
| 12222 - Nursing Assistant II | 10.43 |
| 12223 - Nursing Assistant III | 11.38 |
| 12224 - Nursing Assistant IV | 12.78 |

| | |
|---|---------------|
| 12235 - Optical Dispenser | 13.10 |
| 12236 - Optical Technician | 11.84 |
| 12250 - Pharmacy Technician | 14.75 |
| 12280 - Phlebotomist | 12.78 |
| 12305 - Radiologic Technologist | 22.09 |
| 12311 - Registered Nurse I | 25.36 |
| 12312 - Registered Nurse II | 28.92 |
| 12313 - Registered Nurse II, Specialist | 28.92 |
| 12314 - Registered Nurse III | 34.99 |
| 12315 - Registered Nurse III, Anesthetist | 34.99 |
| 12316 - Registered Nurse IV | 41.94 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 20.65 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 20.97 |
| 13012 - Exhibits Specialist II | 20.67 |
| 13013 - Exhibits Specialist III | 24.88 |
| 13041 - Illustrator I | 20.86 |
| 13042 - Illustrator II | 25.12 |
| 13043 - Illustrator III | 30.74 |
| 13047 - Librarian | 18.93 |
| 13050 - Library Aide/Clerk | 10.85 |
| 13054 - Library Information Technology Systems Administrator | 17.07 |
| 13058 - Library Technician | 11.07 |
| 13061 - Media Specialist I | 12.32 |
| 13062 - Media Specialist II | 13.79 |
| 13063 - Media Specialist III | 15.37 |
| 13071 - Photographer I | 12.06 |
| 13072 - Photographer II | 14.88 |
| 13073 - Photographer III | 17.97 |
| 13074 - Photographer IV | 22.44 |
| 13075 - Photographer V | 25.75 |
| 13110 - Video Teleconference Technician | 14.73 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 14.58 |
| 14042 - Computer Operator II | 16.30 |
| 14043 - Computer Operator III | 18.70 |
| 14044 - Computer Operator IV | 20.23 |
| 14045 - Computer Operator V | 22.41 |
| 14071 - Computer Programmer I | (see 1) 24.07 |
| 14072 - Computer Programmer II | (see 1) |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 14.58 |
| 14160 - Personal Computer Support Technician | 20.23 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 29.92 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 36.20 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 39.82 |
| 15050 - Computer Based Training Specialist / Instructor | 29.92 |
| 15060 - Educational Technologist | 22.28 |
| 15070 - Flight Instructor (Pilot) | 39.82 |
| 15080 - Graphic Artist | 20.81 |
| 15090 - Technical Instructor | 17.74 |
| 15095 - Technical Instructor/Course Developer | 21.70 |
| 15110 - Test Proctor | 15.76 |
| 15120 - Tutor | 15.76 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 8.32 |
| 16030 - Counter Attendant | 8.32 |

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| 16040 - Dry Cleaner | 10.60 |
| 16070 - Finisher, Flatwork, Machine | 8.32 |
| 16090 - Presser, Hand | 8.32 |
| 16110 - Presser, Machine, Drycleaning | 8.32 |
| 16130 - Presser, Machine, Shirts | 8.32 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 8.32 |
| 16190 - Sewing Machine Operator | 11.35 |
| 16220 - Tailor | 12.12 |
| 16250 - Washer, Machine | 9.10 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 17.99 |
| 19040 - Tool And Die Maker | 24.44 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 15.25 |
| 21030 - Material Coordinator | 21.82 |
| 21040 - Material Expediter | 21.82 |
| 21050 - Material Handling Laborer | 10.95 |
| 21071 - Order Filler | 11.74 |
| 21080 - Production Line Worker (Food Processing) | 15.25 |
| 21110 - Shipping Packer | 12.63 |
| 21130 - Shipping/Receiving Clerk | 12.63 |
| 21140 - Store Worker I | 13.69 |
| 21150 - Stock Clerk | 16.60 |
| 21210 - Tools And Parts Attendant | 15.25 |
| 21410 - Warehouse Specialist | 15.25 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 21.41 |
| 23021 - Aircraft Mechanic I | 20.39 |
| 23022 - Aircraft Mechanic II | 21.41 |
| 23023 - Aircraft Mechanic III | 22.48 |
| 23040 - Aircraft Mechanic Helper | 14.81 |
| 23050 - Aircraft, Painter | 17.63 |
| 23060 - Aircraft Servicer | 16.76 |
| 23080 - Aircraft Worker | 17.75 |
| 23110 - Appliance Mechanic | 16.59 |
| 23120 - Bicycle Repairer | 12.12 |
| 23125 - Cable Splicer | 21.71 |
| 23130 - Carpenter, Maintenance | 18.10 |
| 23140 - Carpet Layer | 17.15 |
| 23160 - Electrician, Maintenance | 18.93 |
| 23181 - Electronics Technician Maintenance I | 19.75 |
| 23182 - Electronics Technician Maintenance II | 24.54 |
| 23183 - Electronics Technician Maintenance III | 25.71 |
| 23260 - Fabric Worker | 16.52 |
| 23290 - Fire Alarm System Mechanic | 18.63 |
| 23310 - Fire Extinguisher Repairer | 15.56 |
| 23311 - Fuel Distribution System Mechanic | 22.15 |
| 23312 - Fuel Distribution System Operator | 17.99 |
| 23370 - General Maintenance Worker | 17.04 |
| 23380 - Ground Support Equipment Mechanic | 20.39 |
| 23381 - Ground Support Equipment Servicer | 16.76 |
| 23382 - Ground Support Equipment Worker | 17.75 |
| 23391 - Gunsmith I | 15.56 |
| 23392 - Gunsmith II | 17.35 |
| 23393 - Gunsmith III | 19.15 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 18.92 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 19.98 |
| 23430 - Heavy Equipment Mechanic | 18.92 |
| 23440 - Heavy Equipment Operator | 18.50 |
| 23460 - Instrument Mechanic | 22.65 |
| 23465 - Laboratory/Shelter Mechanic | 18.32 |

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| 23470 - Laborer | 10.42 |
| 23510 - Locksmith | 18.24 |
| 23530 - Machinery Maintenance Mechanic | 21.77 |
| 23550 - Machinist, Maintenance | 18.92 |
| 23580 - Maintenance Trades Helper | 13.18 |
| 23591 - Metrology Technician I | 22.65 |
| 23592 - Metrology Technician II | 23.62 |
| 23593 - Metrology Technician III | 24.62 |
| 23640 - Millwright | 19.15 |
| 23710 - Office Appliance Repairer | 18.27 |
| 23760 - Painter, Maintenance | 17.94 |
| 23790 - Pipefitter, Maintenance | 19.97 |
| 23810 - Plumber, Maintenance | 19.20 |
| 23820 - Pneudraulic Systems Mechanic | 19.15 |
| 23850 - Rigger | 19.15 |
| 23870 - Scale Mechanic | 17.35 |
| 23890 - Sheet-Metal Worker, Maintenance | 21.59 |
| 23910 - Small Engine Mechanic | 17.04 |
| 23931 - Telecommunications Mechanic I | 21.87 |
| 23932 - Telecommunications Mechanic II | 22.83 |
| 23950 - Telephone Lineman | 20.91 |
| 23960 - Welder, Combination, Maintenance | 18.92 |
| 23965 - Well Driller | 19.15 |
| 23970 - Woodcraft Worker | 19.15 |
| 23980 - Woodworker | 15.54 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 8.41 |
| 24580 - Child Care Center Clerk | 13.27 |
| 24610 - Chore Aide | 8.73 |
| 24620 - Family Readiness And Support Services Coordinator | 12.12 |
| 24630 - Homemaker | 15.64 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 22.39 |
| 25040 - Sewage Plant Operator | 16.59 |
| 25070 - Stationary Engineer | 22.39 |
| 25190 - Ventilation Equipment Tender | 14.64 |
| 25210 - Water Treatment Plant Operator | 16.35 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 12.93 |
| 27007 - Baggage Inspector | 11.43 |
| 27008 - Corrections Officer | 19.16 |
| 27010 - Court Security Officer | 19.99 |
| 27030 - Detection Dog Handler | 15.03 |
| 27040 - Detention Officer | 19.16 |
| 27070 - Firefighter | 23.62 |
| 27101 - Guard I | 11.43 |
| 27102 - Guard II | 15.03 |
| 27131 - Police Officer I | 22.04 |
| 27132 - Police Officer II | 24.50 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 9.42 |
| 28042 - Carnival Equipment Repairer | 10.14 |
| 28043 - Carnival Equipment Worker | 7.38 |
| 28210 - Gate Attendant/Gate Tender | 13.14 |
| 28310 - Lifeguard | 12.47 |
| 28350 - Park Attendant (Aide) | 15.51 |
| 28510 - Recreation Aide/Health Facility Attendant | 10.73 |
| 28515 - Recreation Specialist | 15.51 |
| 28630 - Sports Official | 11.71 |
| 28690 - Swimming Pool Operator | 16.74 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 20.94 |

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| 29020 - Hatch Tender | 20.94 |
| 29030 - Line Handler | 20.94 |
| 29041 - Stevedore I | 19.94 |
| 29042 - Stevedore II | 22.08 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 35.15 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 24.24 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) | 26.69 |
| 30021 - Archeological Technician I | 17.01 |
| 30022 - Archeological Technician II | 20.36 |
| 30023 - Archeological Technician III | 25.22 |
| 30030 - Cartographic Technician | 25.22 |
| 30040 - Civil Engineering Technician | 24.03 |
| 30061 - Drafter/CAD Operator I | 17.01 |
| 30062 - Drafter/CAD Operator II | 20.36 |
| 30063 - Drafter/CAD Operator III | 22.71 |
| 30064 - Drafter/CAD Operator IV | 26.17 |
| 30081 - Engineering Technician I | 18.11 |
| 30082 - Engineering Technician II | 20.64 |
| 30083 - Engineering Technician III | 23.09 |
| 30084 - Engineering Technician IV | 28.60 |
| 30085 - Engineering Technician V | 34.99 |
| 30086 - Engineering Technician VI | 42.33 |
| 30090 - Environmental Technician | 21.77 |
| 30210 - Laboratory Technician | 19.34 |
| 30240 - Mathematical Technician | 25.22 |
| 30361 - Paralegal/Legal Assistant I | 18.67 |
| 30362 - Paralegal/Legal Assistant II | 23.12 |
| 30363 - Paralegal/Legal Assistant III | 28.28 |
| 30364 - Paralegal/Legal Assistant IV | 34.22 |
| 30390 - Photo-Optics Technician | 25.22 |
| 30461 - Technical Writer I | 18.40 |
| 30462 - Technical Writer II | 22.51 |
| 30463 - Technical Writer III | 27.24 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 22.34 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 27.03 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 32.40 |
| 30494 - Unexploded (UXO) Safety Escort | 22.34 |
| 30495 - Unexploded (UXO) Sweep Personnel | 22.34 |
| 30620 - Weather Observer, Combined Upper Air Or (see 2) | 22.71 |
| Surface Programs | |
| 30621 - Weather Observer, Senior (see 2) | 25.22 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 11.62 |
| 31030 - Bus Driver | 14.66 |
| 31043 - Driver Courier | 13.20 |
| 31260 - Parking and Lot Attendant | 9.68 |
| 31290 - Shuttle Bus Driver | 14.03 |
| 31310 - Taxi Driver | 10.60 |
| 31361 - Truckdriver, Light | 14.03 |
| 31362 - Truckdriver, Medium | 15.85 |
| 31363 - Truckdriver, Heavy | 17.70 |
| 31364 - Truckdriver, Tractor-Trailer | 17.70 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 7.88 |
| 99050 - Desk Clerk | 8.70 |
| 99095 - Embalmer | 23.55 |
| 99251 - Laboratory Animal Caretaker I | 9.96 |
| 99252 - Laboratory Animal Caretaker II | 10.59 |
| 99310 - Mortician | 23.55 |
| 99410 - Pest Controller | 13.65 |
| 99510 - Photofinishing Worker | 12.45 |
| 99710 - Recycling Laborer | 12.94 |

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| 99711 - Recycling Specialist | 16.41 |
| 99730 - Refuse Collector | 12.57 |
| 99810 - Sales Clerk | 11.07 |
| 99820 - School Crossing Guard | 8.99 |
| 99830 - Survey Party Chief | 23.62 |
| 99831 - Surveying Aide | 13.28 |
| 99832 - Surveying Technician | 19.04 |
| 99840 - Vending Machine Attendant | 12.16 |
| 99841 - Vending Machine Repairer | 14.63 |
| 99842 - Vending Machine Repairer Helper | 11.82 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.35 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.